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Cases Reported this Week.

CURRENT TOPICS.

NEXT WEEK Chancery final appeals will be heard in Court of Appeal No. 2. There are at present only six of these ready to be heard, so that if Lord HALSBURY is able during the five available days of the sittings to afford his assistance in that court, the whole list may be cleared. This week Queen's Bench final appeals have been heard in both divisions of the Court of Appeal.

ON FRIDAY, the 21st inst., the courts rise for the Christmas Vacation, until the 11th of January, 1895, on which day a long term of sittings of upwards of thirteen weeks commences, which should enable the courts to reduce any arrears which may remain from the present sittings. Perhaps, however, it is too much to expect that the courts will be able always in the future to keep abreast of their work.

THE ABSENCE of Mr. Justice CHITTY during two days this week (up to Thursday) is an almost unexampled event. Day after day, and week after week, this most learned and indefatigable of judges has attended with such regularity that no one conceived it likely that any bodily ailment would keep him from the bench. At last, however, a severe chill has compelled him to remain indoors. Every practitioner hopes to see him speedily back.

IT WILL be seen by the Christmas vacation notice, which will be found in another column, that there will be no sitting in court during that time. The Lord Chief Justice will be Vacation Judge until the 31st of December, and Mr. Justice ROMER from that time until the 10th of January. There will be sittings in the Queen's Bench Judges' Chambers on the 27th and (if necessary) the 28th of December, also on the 2nd and (if necessary) the 3rd of January. Other arrangements are in the customary form.

WE PRINT elsewhere a rule of the Supreme Court issued under section 70 of the Local Government Act, 1894. The section provides that any question arising with respect to the transfer of any power, duty, or liability to any parish council, parish meeting, or district council, or the vesting of any property in a parish council, or the chairman and overseers of a rural parish, or a district council, may be submitted for decision to the High Court in such summary manner as, subject to any rules of court, may be directed by the court. Practically, this means in such summary manner as is prescribed by rules of court, and the rule now issued provides that the summary pro-

ceeding shall be by special case to be agreed upon by the parties, or, in default of such agreement, to be settled by an arbitrator agreed upon by the parties or (if necessary) appointed by a judge at chambers, or to be settled by a judge at chambers.

THE RULES under the Merchant Shipping Act, 1894, which we print elsewhere, provide that the jurisdiction of the High Court under that Act, with the exception of the jurisdiction under sections 28, 30, and 504, shall be assigned to the Probate, Divorce, and Admiralty Division (rule 1). The excepted jurisdiction relates to the transmission and transfer of property in registered ships, and to the consolidation of claims against owners. By section 28, where the property in a registered ship or share therein is transmitted, on marriage, death, bankruptcy, or otherwise, to a person not qualified to own a British ship, the High Court may, if the ship is registered in England or Ireland, order a sale on application by or on behalf of the unqualified person. By section 30 the High Court may, on the application of any interested person, prohibit for a time specified any dealing with a ship or any share therein. And by section 504, where several claims are made against the owner of a British or foreign ship in respect of the same liability, the owner may have the whole matter determined by the High Court, or in a British possession by any competent court, the amount for which he is liable being distributed among the various claimants. The second rule provides that applications under section 30 may be by summons or otherwise, and either *ex parte* or upon service of notice on any person, as the court may direct. Sections 195 to 197 of the Merchant Shipping Act, 1894, enable seamen on merchant ships to leave their ships at any time for the purpose of forthwith entering the navy. Wages already earned at the time are paid over to the naval authorities—to be in due course paid to the seaman—but if the expense of filling the seaman's place exceeds his future wages the master or owner of the merchant ship may apply to the High Court for a certificate authorizing repayment of the excess. Such applications will in future be subject to the six clauses of rule 3.

THE QUESTION raised before Judge SNAGGE in the Oxford County Court in the case of *Cottrell* v. *Great Western Railway Co.*, a report of which we give elsewhere, forms an interesting variation on the question recently decided by COLLINS and CAVE, JJ., in *Reg.* v. *Judge Snagge* (42 W. R. 603). In the latter case it was held that section 72 of the County Courts Act, 1888, precludes a solicitor's clerk, although himself a duly qualified solicitor, from having right of audience in the county court. He is not the "solicitor acting generally in the action or matter." In the case of *Cottrell* v. *Great Western Railway Co.*, Mr. PLUMMER, the solicitor who claimed to address the court on behalf of the defendant company, was an assistant solicitor in their legal department. From the evidence which he gave in support of his claim it appears that Mr. NELSON is at the head of the department, and in his name all business is carried on; but both he and the solicitors who help him are appointed and paid directly by the company. There are circumstances, therefore, which differentiate the case from that of an ordinary managing clerk, and it was possible to contend that the matter was not concluded by the decision in *Reg.* v. *Judge Snagge*. But the difference seems not so much to affect the application of section 72 of the County Courts Act as to make it easy in a particular class of cases to avoid the disability imposed by the section. It was held in *Reg.* v. *Judge Snagge* that for a solicitor to have right of audience he must be strictly the solicitor acting generally in the action or matter, and in the present case Judge SNAGGE seems to have followed the spirit of the judgment of the Divisional Court in holding that it was Mr. NELSON alone who fell within this phrase. Whatever were Mr. PLUMMER'S relations to the company, he did not profess to act on his own account, but on behalf of Mr. NELSON, and it was Mr. NELSON who was held out to the world as the solicitor for the company. In such a case, however, it may be possible, as Judge SNAGGE pointed out, for the head of the department to withdraw in favour of the member of his staff who has the actual conduct of the business, a course which is not ordinarily open when a solicitor appears by his managing clerk.

THE FIRST parish meetings under the Local Government Act were held in all the rural parishes in England on the 4th inst., the business at the meetings in all the parishes having a population of three hundred and upwards being the election of the first parish council. The number of parishes in which parish councillors had to be elected is difficult to estimate; there is, however, good authority for placing it at least at about 26,000. In what appears to be a large majority of these parishes the parish meeting is to be followed by a poll. Indeed, in any case where the number of candidates exceeded the number of councillors to be elected, it is difficult to see how a poll could have been avoided. The voting at the parish meeting was by a show of hands, and this is no doubt in accordance with the Act and rules. The difficulty of counting the votes given in this way for each candidate can, in the case of a large meeting, be overcome by dividing the room into rows or parts and appointing enumerators to count the votes given by the voters in each row or part. This course was adopted at many of the parish meetings of last week. But further difficulties remain. It would be very difficult to make sure that none but parochial electors of the parish were present or voted at the meeting; and it would be impossible to make sure that each elector in giving his votes confined himself within the limits of the Act—voting once only for any one candidate and not giving a total number of votes larger than the number of the councillors to be elected. It is not surprising, therefore, that where an election was contested the candidates should not have been content with the doubtful method of election by show of hands, and should have required that a poll should be taken. The pity is that there have been so many contested elections. The actual number of polls cannot yet be ascertained, but it will probably be not less than ten thousand. A poll is, of course, a somewhat expensive proceeding; under the very modest scale which has been issued by the Local Government Board for the regulation of the expenses under the Local Government Act, 1894, in cases where county councils have not prescribed a scale, it seems possible to conduct a contested election, including a poll consequent on the meeting, for about ten pounds. So that the aggregate expenditure upon polls for parish councillors may be roughly estimated at about £100,000. And a sum of £10 will not be an inconsiderable item in the limited amount which the council of a small parish will be entitled to expend.

IN THE SMALL parishes in which no parish council is to be elected the main business at the first parish meetings was the election of a chairman of the parish meeting to hold office for the year, or rather until the 15th of April, 1896. *Apropos* of the election of a chairman in one of these small parishes, a correspondent calls our attention to a case in which one of the overseers of the parish was proposed for the office of chairman of the parish meeting. An objection was taken on the ground that by section 19 (6) of the Act the chairman of the parish meeting and the overseers of the parish are formed into a body corporate for the purpose of holding land and other purposes, the contention being that this body corporate must consist of a chairman other than the overseers, and that one person cannot, as it were, form a part of the body corporate in two distinct capacities—as chairman and as one of the overseers. It appears that the objection was sustained by the gentleman who occupied the chair at the first meeting, and the name of the overseer was not allowed to be put to the meeting. But there seems to have been no ground for this view. The Act does not require that the body corporate created by section 19 shall consist of any definite number of individuals, and the fact that if the chairman be also an overseer the members of the body will be fewer by one than if some other person had been elected does not seem to present any fatal objection to the choice of the electors falling upon an overseer. Neither is the holding of the office of overseer in itself any disqualification for the office of chairman; in fact no provision as to qualification or disqualification for the latter office is contained in the Act. The

overseer, if in this case he had been elected chairman, would have been elected as a private individual, and would have formed a part of the body corporate in a double capacity, but it is not apparent upon what principle this can be objected to.

Our readers may remember that by section 1 of the Bankruptcy Act of 1890 a new act of bankruptcy was created—viz., if execution against a debtor has been levied by seizure of his goods, and the goods have been either sold or held by the sheriff for twenty-one days. Section 45 of the Bankruptcy Act, 1883, provided that: "(1) Where a creditor has issued execution against the goods or lands of a debtor . . . he shall not be entitled to retain the benefit of the execution . . . against the trustee in bankruptcy of the debtor, unless he has completed the execution . . . before the date of the receiving order, and before notice of the presentation of any bankruptcy petition by or against the debtor, or of the commission of any available act of bankruptcy by the debtor. (2) For the purposes of this Act, an execution against goods is completed by seizure and sale." The question arose in Court of Appeal No. 2 on Wednesday, in *The Trustee of Burns* v. *Brown*, whether this new act of bankruptcy—the holding of the goods by the sheriff for twenty-one days—operates as against the execution creditor himself, so as to defeat his execution, and entitle the trustee in bankruptcy of the debtor to the proceeds. In *Figg* v. *Moore Brothers* (1894, 2 Q. B. 690) Mr. Justice Vaughan Williams held that this is the effect of section 45 in conjunction with section 1 of the Act of 1890, and the Court of Appeal have now approved of his decision. It was contended that the principle of *Ex parte Villars* (L. R. 9 Ch. App. 432) applied. In that case it was held, under the Bankruptcy Act, 1869, that an act of bankruptcy committed by seizure and sale under a *fi. fa.* did not render the execution itself inoperative as against the trustee in the bankruptcy of the debtor. In other words, the title of the execution creditor was not avoided by notice of an act of bankruptcy resulting from his own action. It was contended that this principle was equally applicable to the act of bankruptcy which arose from the sheriff's holding the goods for twenty-one days under the execution. But in *Figg* v. *Moore Brothers* Mr. Justice Vaughan Williams pointed out that the act of bankruptcy committed by seizure and sale "is not committed until immediately after the completion of the transaction on which it is founded," whereas in the case of the sheriff holding the goods for twenty-one days the act of bankruptcy is necessarily committed before the completion of the execution. The Court of Appeal have recognized the validity of this distinction. The decision will operate as a warning to execution creditors that the sale under the *fi. fa.* ought to take place within twenty-one days from the seizure by the sheriff.

The Judicature Act, 1894, whereby leave to appeal from an interlocutory order is now necessary, has, we understand, already been brought into requisition as an argument why security for costs of appeal should not be ordered, and, although the Court of Appeal have not yet, so far as we are aware, had occasion to actually decide the question, it may be of some interest to examine the point. The argument seems to have rested on the basis of the *quasi*-sanction to the reasonableness of the appeal given by the leave of the judge being granted, and it was urged that at any rate security should not be so readily directed as has hitherto been the case. It is, of course, understood that the practice regulating security for costs of appeal and that regulating security for costs to be given by the plaintiff before commencing his action differ in some material respects. For example, "The insolvency of an appellant is *primâ facie* a sufficient reason for ordering him to give security for costs" (*Re Ivory*, 27 W. R. 20, 10 Ch. D. 377), whereas the insolvency or poverty of a plaintiff is no ground for requiring him to give security for costs (*Cowell* v. *Taylor*, 34 W. R. 21, 31 Ch. D. 34). This distinction perhaps rests on the principle that the plaintiff is regarded as an aggrieved person, to whom, in the first instance, indulgence should be shewn and an opportunity for a hearing given, while in the case of an appellant his case has already been heard and decided, and the presumption is that it has been rightly decided, and he is regarded with disfavour as a mere litigant dragging his opponent to another tribunal. However this may be, the former practice in regard to appeals was that the appellant had to deposit a sum of £20 with the registrar to abide the issue of the appeal, and in some special cases of proceedings under statute this appears still to be the rule (Annual Practice, 1895, p. 1049). This deposit was considered to be merely in the nature of security for costs (*Dell* v. *Barlow*, 1831, 2 Russ. & My. 686, L.C.), although there was some colour for suggesting that it was intended as a penalty if the appeal failed. In bankruptcy appeals a similar deposit, but expressly by way of security, is still required (Bankruptcy Rules, 1886, r. 131). The general practice was, however, altered by the Rules of the Supreme Court, which only authorized security to be directed when "special circumstances" were shewn. Now it is clear that, in considering whether special circumstances are shewn, the Court of Appeal would, before the Act of 1894, have often gone into the question of the reasonableness of the appeal, and if they thought the appeal unnecessary or vexatious, would have required security. It is submitted that, under the new practice, as altered by the Judicature Act, 1894, such a special circumstance should not be taken into consideration; but it is difficult to see why the old practice as to want of means should be altered. It is doubtful whether leave to appeal denotes more than that the judge who grants leave considers that the case before him was a fairly arguable one and was properly brought or defended, as the case may be. The judge surely does not intend to signify that the appellant is likely to succeed, but merely that, by appealing, he is not abusing the process of the court. On the other hand, the appellant may claim that, although beaten in the court below, he must, if allowed to appeal, have had a reasonable cause of action or ground of defence, and that he is so far in a better position than a plaintiff who may turn out to have had no cause of action at all. On the whole, it is unlikely, however, that the additional check of leave to appeal which has been imposed on appeals by the Act of 1894 will be allowed to be urged as a reason for dispensing with the other previously existing and effective check of requiring security for costs; but it will be interesting to observe to what extent the previous practice as to directing security will be modified by the necessity in interlocutory proceedings for leave to appeal.

It appears from the decision of the Court of Appeal in *Burt* v. *Bull* (*ante*, p. 95) that a receiver and manager of a business appointed by the court is *primâ facie* liable on contracts into which he enters in the course of carrying on the business. He can limit his liability by introducing a special stipulation to that effect into the contract, but otherwise he is deemed to pledge his personal credit. There seems hitherto to have been no authority directly in point, although an observation made by Jessel, M.R., in *Sargant* v. *Read* (1 Ch. D. 600) somewhat favours this view. There the plaintiffs and defendant carried on business as colonial and metal brokers in London, and an application was made for the appointment of a receiver and manager. The Master of the Rolls said it was proved that brokers in that class of business could not carry on the business at all without pledging their personal credit to their bankers, and hence he justified the appointment of a person who was largely interested in the business. "You cannot," he said, "get an indifferent person as receiver to take such an onerous duty upon himself." This shews rather the practical necessity than the legal aspect of the case. The business could not be carried on unless the person in actual control pledged his credit, and hence no one would be appointed who was unwilling to do so. Whether he did it expressly or whether the law did it for him was immaterial. But the same principle applies to all businesses, and the rule now adopted by the court gives it legal force. The receiver and manager is in the same position with regard to the outside world as a trustee or executor. A person whom he employs does not inquire into the affairs of the company any more than, if employed by an executor or trustee, he would inquire into the affairs of the trust estate. All he knows is that the business is still being carried on, notwith-

standing that the company has got into difficulties, and that it is being carried on with the sanction of the court. He is entitled to something more than the credit of an insolvent company, and as the court will not assume responsibility, there is no one but the receiver and manager upon whom it can be placed.

BUSINESS IN THE QUEEN'S BENCH DIVISION.

THE diminution in the volume of the common law business of the High Court, which in recent years has been experienced, may be accounted for in various ways. But, whether it be attributable to depression of trade, to a lack of confidence on the part of commercial men in the competency of existing legal tribunals to deal adequately with mercantile disputes, to the dread of litigation having abortive results, to the desire for a more speedy settlement of matters in difference than is obtainable in courts of justice, to the belief, more or less well founded, that the costs of litigation are, even now, often out of all proportion to the sum in dispute, or to the opinion widely entertained that litigation not unfrequently severs business ties for ever by the bitter feeling which it engenders, cannot, with confidence, be affirmed. Certainly no one of the causes above suggested, and possibly not even all of them combined, will sufficiently account for the present state of business in the Queen's Bench Division of the High Court. But, at all events, it is an undoubted fact that, while a portion of its common law business seems altogether to have disappeared, a large residuum is rapidly either being relegated to arbitrators or absorbed by the county courts. So far as arbitrators are concerned, it is difficult, if not impossible, accurately to estimate the number of cases disposed of by them, but that it is considerable seems certain. Chambers of commerce encourage this method of settling commercial disputes, and, in the selection of arbitrators, seem to prefer expert laymen to members of the legal profession. That the disputants themselves are, to a certain extent, gainers by this method of procedure, which is sometimes less costly than recourse to litigation would be, is certainly true. But, on the other hand, our commercial jurisprudence, and therefore the whole commercial community, must suffer in the end by these submissions to arbitration of questions which should be publicly adjudicated upon by the judges of the land, and which, until so disposed of, must remain open to doubt, and therefore continue to be occasions of dispute. With regard to the county courts, it is indisputable that their common law work has, of late years, increased by leaps and bounds. The greater part of this work no doubt consists of cases instituted in the county courts. But a notable contribution is also received by them from the High Court, in the shape of remitted actions and remitted interpleader issues. These, on an average, reach the respectable figure of 2,000 cases a year, and, strangely enough, this figure also represents the total average number of actions annually tried by the judges of the Queen's Bench Division in London and on circuit.

For some time past efforts have been made to arrest the decay of common law business in the High Court, and to attract thereto commercial causes. Much was hoped for from the revival of the Guildhall Sittings, but the results of this step are certainly disappointing. Quite recently a much more practical reform has been instituted by the present Lord Chief Justice in the establishment of a Commercial Court, over which he himself will preside, and which will also comprise as members Mr. Justice MATHEW and Mr. Justice COLLINS. Such a tribunal would assuredly be thoroughly competent to expound the mysteries of commercial law, and would, moreover, possess expert and technical knowledge sufficient to unravel and determine the most intricate trade disputes. Whether this experiment will succeed remains to be seen, but that it deserves to do so is certain.

It, however, by no means exhausts all that can or should be done to render the Queen's Bench Division of the High Court a more popular tribunal. Without attempting to prescribe a full and sufficient remedy, we would briefly suggest one reform which might, it is believed, without serious difficulty, be speedily carried out. Everyone will, we think, be disposed to admit that second only in importance to the impartial administration of justice is its *speedy* administration. Ord. 3, r. 6, and order 14 of the Supreme Court Rules may be regarded as affording a satisfactory recognition of this principle. Their main purpose is to stifle undefended actions for liquidated pecuniary demands by giving to the plaintiff immediate judgment for his claim against a defendant who disputes it only because he does not find it convenient to pay and desires forbearance for an indefinite period. It often happens, however, that, in the first instance, judgment under order 14 is necessarily refused, because the defendant's affidavits convince the master or judge that there is a *prima facie* defence to plaintiff's claim. Under such circumstances the case is either remitted to the county court for trial or else it is disposed of in the High Court as part of its ordinary business. Whichever mode of procedure is adopted, however, considerable delay and expense must obviously be caused. Now the suggestion we venture to make is, that jurisdiction should be conferred on one or two of the masters of the High Court (to be appointed from time to time for the purpose) to try all such cases at judge's chambers, power, however, being reserved to a judge or divisional court to direct a different mode of trial where circumstances require it. It is evident, however, that, in order to carry out this suggestion, the number of masters would have to be slightly increased, and possibly it might be found desirable altogether to relieve the existing staff of the irksome and responsible duty of taxing bills of costs, which at present absorbs so much of their time, and which, it is believed, might, with public advantage, eventually be transferred to a permanent board of taxation to which all bills of costs would have to be submitted for revision. The details of such a scheme as we suggest we leave to others to work out, in the full belief, however, that the scheme itself presents no practical difficulty. The expense occasioned by the proposed increase in the number of masters would, in our opinion, be more than balanced by the fees derived from the increase of genuine litigation which we predict would be one result of the adoption of our suggestion.

Having regard to the arduous nature of the duties devolving upon the masters of the High Court, which necessitate great promptitude on their part in deciding the matters coming before them for adjudication, together with the exercise of extreme care and patience, we are disposed to regard their present remuneration as barely adequate. However, while we do not suggest any increase of their salaries as a consequence of the suggested reform, we do take this opportunity to emphatically protest against masterships being regarded as posts from which there is to be no promotion. In our opinion, work well and faithfully performed should, in their case, as in that of other judicial functionaries, be occasionally rewarded by promotion to higher and more lucrative positions. Without affirming that the public service suffers by reason of the shelving system hitherto applied to county court judges, High Court masters, and others, we have no hesitation in denouncing it as wrong in principle and evil in practice.

THE COPYHOLD ACT, 1894.

I.

THE Copyhold Act, 1894, effects an important simplification in the law of the enfranchisement of copyholds. Hitherto the matter has been regulated by the Copyhold Acts of 1841, 1843, 1844, 1852, 1858, and 1887. There was also an Act of 1853, but this was repealed by the Act of 1858. The Act of 1887 introduced very extensive changes in the law, but it by no means excluded reference to the earlier statutes, many of the sections of which are long and involved. At length a consolidation of the whole body of law has been effected, and the Act of 1894 reproduces, with very slight alteration, the existing provisions, arranging them in convenient order and making them more intelligible by division into sub-sections. At the same time the drafting has been improved in other respects also, and the length of the enactments very considerably reduced.

The original Copyhold Act—the Act of 1841—provided by its

earlier part for a general commutation of manorial rights. The commutation was effected by agreement between the lord and at least three-fourths of the tenants, and the consideration was a rent-charge variable with the price of corn and apportioned among the various holdings by a schedule of apportionment. The later part of the Act contained a somewhat similar scheme for enfranchisement by schedule of apportionment, under which any number of tenants, not being less than twelve—a number which was reduced to six by the Act of 1843—might enter into a voluntary agreement with the lord for the enfranchisement of their lands. But these schemes appear to have met with no favour, and the Act of 1858 repealed all the provisions of the earlier Acts which dealt with them. There still remained the provisions for commutation and enfranchisement by agreement with individual tenants, the consideration for commutation being either a variable rent-charge or a fixed fine on death or alienation, and for enfranchisement being a sum of money payable forthwith or at a future time. The provision for particular commutation appears to have become obsolete, and it finds no place in the Act of 1894. The provisions for particular enfranchisement form the basis upon which the present law has been built up.

The principal change effected by the Act of 1843 related to the consideration for enfranchisement. This was no longer bound to be a capital sum, but it might be a rent-charge, or a conveyance of other lands parcel of the same manor as the land enfranchised, or a conveyance of any right to mines or minerals in or under such lands, or any right to waste in lands belonging to the manor. The requirement that the lands so conveyed should be parcel of the manor, or that the mines should be under lands parcel of the manor, was removed by the Act of 1844, it being provided instead that the lands or mines must be so situated as to be conveniently held with the manor. But the principle of compulsory enfranchisement was not introduced till 1852. The 1st section of the Act of that year provided that, at any time after the next admittance which should take place after the 1st of July, 1853, in consequence of any alienation *inter vivos* (except by mortgage where the mortgagee was not in possession), or devolution upon death, either the tenant so admitted, or the lord, might require and compel enfranchisement. Where the enfranchisement was effected at the instance of the tenant, the consideration was to be a gross sum of money; where at the instance of the lord, an annual rent-charge, with power for the parties, with the sanction of the Copyhold Commissioners—now the Board of Agriculture—to agree that the consideration should be either a gross sum of money, or a yearly rent-charge, or a conveyance of lands.

The effect of the Act of 1852 was to increase considerably the number of enfranchisements. From 1841 to 1852 the average annual number had been 37; from 1852 to 1858 it was 191. But the process of enfranchisement was greatly impeded by the requirement that it could only take place where there had been an admittance after the 1st of July, 1853, and section 6 of the Act of 1858 was directed to the removal of this hindrance. By that section compulsory enfranchisement was allowed in case of admittance before the date specified, provided that the tenant paid such fine, or the value of such heriot, as would be due upon an admittance after that date. The effect was at once apparent in the annual number of enfranchisements, which had risen to nearly a thousand by 1870. Subsequently the number declined, partly, it was believed, in consequence of the additional fees imposed by the Land Commission, with which the Copyhold Commission had become united.

The original design of the promoters of the Copyhold Act of 1887 was to effect enfranchisement in every case upon the next admittance, but the proposal was considered too drastic, and the only direct incentive to enfranchisement was the very moderate provision of section 1, by which, on any future admittance, the steward was to give formal notice to the tenant that he was entitled to have the land enfranchised on payment of the lord's compensation and the steward's fees. Indirectly, however, the Act favoured enfranchisement by diminishing the cost and simplifying the procedure. Until 1887 one very important item in the cost had been the compensation for the lord's right of escheat, and the sum allowed on this head was assessed on the full improved value of the land, although the usual manorial payments are small fixed sums. In cases where copyhold lands had been used for building purposes, the necessity of buying up the right of escheat was practically prohibitive of enfranchisement. In a case mentioned before the Lords' Committee of 1887, the annual payment to the lord was £5, but the actual rental of the buildings on the property was £6,800, and the right of escheat was valued at one-fourth of this. The Act of 1887, accordingly, by section 4, saved the lord's right of escheat, and by section 5 directed that it should not be taken into consideration in making valuations for compensation. The Act also introduced facilities for payment of the amount of compensation to the apparent lord without investigation of title, and for payment to a lord with a limited estate; the compensation might take the form of a rent-charge, although the enfranchisement was effected at the instance of the tenant; and the amount payable to the steward for compensation for his loss of fees was reduced.

The present Act reproduces the provisions of the Act of 1887, and at the same time consolidates with them so much of the earlier Acts as has hitherto remained in force. It is divided into nine parts, the first seven of which deal respectively with (1) compulsory enfranchisement; (2) voluntary enfranchisement; (3) the effect of enfranchisement; (4) consideration-money, rent-charges, and expenses; (5) the mode of proceeding under the Act; (6) the application of the Act to special manors; and (7) the general law of copyholds. Part VIII. contains provisions relating to the powers and duties of the Board of Agriculture as the authority for the execution of the Act; and Part IX. contains definitions and savings, and repeals the Copyhold Acts, 1841 to 1887.

Compulsory enfranchisement.—Section 1 reproduces in more concise language the provision of section 1 of the Act of 1852, enabling either lord or tenant to require and compel enfranchisement; but the section only applies where there is an admitted tenant who is not a mortgagee in possession. And section 3 continues the obligation on the part of a tenant admitted before the 30th of June, 1853, to pay the fine that would be due on an admittance since that date. As pointed out above, this is the condition on which the earlier Acts were allowed to apply in cases of admittance before 1853. Sections 5 to 9 deal with the ascertainment of the compensation, and the form in which it is to be paid. Hitherto the ascertainment of the compensation has depended upon various sections, some of them long and unwieldy. The substance of these is now presented in a much briefer and more convenient form. In the first instance it is for the lord and tenant to settle how the amount of compensation shall be determined, and they may either determine the amount by agreement in writing, or agree that the Board of Agriculture shall determine it, or appoint a valuer or valuers for the purpose. If none of these methods are agreed upon, the Board of Agriculture intervene, and the compensation is determined under their direction on a valuation made by valuers appointed by the lord and the tenant, save in certain cases where the valuation is made by a valuer appointed by the justices. These cases are (1) where the manorial rights to be compensated consist only of heriots, rents, and licences at fixed rates to demise or to fell timber, and (2) where the rateable value of the land does not exceed £30. It is provided, as in section 8 of the Act of 1858, that when a valuer is appointed by justices, a justice who is a lord of the manor shall not take any part in the appointment. As a correspondent recently pointed out in these columns (*ante*, p. 41), there is no corresponding provision for the case where one of the justices is a tenant interested in the valuation.

Section 6 specifies the circumstances to be considered by the valuers in ascertaining the compensation, and it reproduces the provision of section 5 of the Act of 1887, that they are not to take into account the value of escheats. In all cases the compensation is to be fixed in the first instance at a gross sum of money (section 7), but under section 8 the tenant has the option, provided the land can be sufficiently identified, and the compensation amounts to more than one year's improved value, of paying it in the form of a rent-charge issuing out of the land enfranchised, equivalent to interest at 4 per cent. on the amount of the compensation. Section 9 continues the provision for payment of the steward's compensation according to the scale fixed

in 1887. When the compensation for compulsory enfranchisement has been ascertained under the provisions of the Act, the award of enfranchisement is made in the form provided by the Board of Agriculture and is confirmed by them (section 10). Section 11 reproduces the provision of section 25 of the Act of 1852 for cases where enfranchisement may prejudicially affect the demesne lands of the lord of the manor. It binds the tenant either to be bought out or to take the enfranchisement subject to restrictions. And section 13 reproduces the useful provision of section 8 of the Act of 1887, enabling the Board of Agriculture to extend to the enfranchised land any restrictive conditions subject to which the tenant was admitted.

REVIEWS.

GAS, WATER, AND ELECTRIC LIGHTING.

MICHAEL AND WILL ON THE LAW RELATING TO GAS, WATER, AND ELECTRIC LIGHTING. FOURTH EDITION. By J. SHIRESS WILL, Q.C. Butterworths.

This book, as is well known, is mainly devoted to the subject of the obtaining and working of parliamentary powers with reference to the supply of gas, water, and electricity; and it is a valuable work for all local sanitary authorities to possess, and for all professional men who have occasion to advise on these particular subjects.

The law as regards gas and electricity is wholly a creature of statute, except as regards certain points of procedure and the protection of property, where, of course, the common law of the realm comes in. But as regards water, the constant necessity of life, the law is chiefly to be found in the common law, and it is only when we approach the subject of the establishment of public water supplies and the giving of compulsory powers that recourse must be had to Acts of Parliament. It is possible, therefore, with some success to construct a book dealing with gas and electricity by way of annotating the Acts which regulate the subject-matter, and in this respect no inconvenience is experienced beyond that inseparable from this mode of treatment. But when we come to consider water rights, the substantive law existing apart from statutes is so vast that it becomes most unadvisable to adopt the same process. This will easily be seen when we state that under section 6 of the Waterworks Clauses Act, 1847, which incorporates the Lands Clauses Consolidation Act, 1845, there occurs a note extending from p. 187 to p. 219 (32 pp.), which deals not only with the compulsory taking of land and waters, &c., but the general liability of a water authority for damage, the rights of riparian owners in natural and artificial channels, the rights to subterranean water, the fouling of streams, with river conservators, &c. We should strongly suggest that, in the case of water, at any rate, all the law not immediately depending on the annotated statutes should be gathered into an introductory chapter, leaving only the special matters to be dealt with in the notes.

All the statutes which are material are printed in the volume, including such Acts as the Borough Funds Act, 1872, and the Conspiracy and Protection of Property Act, 1875, and the series ends with the Local Government Act, 1894, and the West Riding Rivers Conservancy Act of the same year. A large amount of information is given as to the provisions of particular local Acts, which will be found extremely useful to undertakers of public works, and a model Gas Bill is given at p. 164, the West Riding, &c., Act serving much the same purpose as regards water.

It is a little difficult to ascertain whether the law of water is intended to be exhaustively treated, though we imagine it is, at least so far as is essential to the main purpose of the book. We should, therefore, have expected to find mention of *Dudden* v. *The Guardians of Clutton Union* (1 H. & N. 627), which is an important case with reference to the diversion of a spring *at its source*, and before running down a defined channel. We have looked in vain, too, for some mention of the Agricultural Holdings Act, 1883, Schedule I., which enumerates among the subjects for compensation (8) "making or improving of watercourses, ponds, wells or reservoirs, or of works for the application of water-power, or for supply of water for agricultural or domestic purposes." It would be useful also to note that to supply a town with water is a good charitable purpose within the statute of Elizabeth (*Jones* v. *Williams*, Ambl. 651). From the date of the preface we should have thought that there would have been ample time for including the *Local Board of Minehead* v. *Luttrell*, reported last June (42 W. R. 667; 1894, 2 Ch. 178).

The index is hardly full enough, for we have looked for "Parish Council, its powers" and for "Settled Land, improvements on," and have failed to find under such heads any reference to the Acts of 1894 and 1882, which are both in the text.

PRINCIPLES OF EQUITY.

THE PRINCIPLES OF EQUITY. INTENDED FOR THE USE OF STUDENTS AND THE PROFESSION. By EDMUND H. T. SNELL, Barrister-at-Law. ELEVENTH EDITION. By ARCHIBALD BROWN, M.A., B.C.L., Barrister-at-Law. Stevens & Haynes.

This is the eighth edition of this students' text-book which the present editor has brought out, and he may, therefore, be excused some satisfaction with regard to its acceptance by the profession and its circulation among students, but he is, perhaps, hardly justified in using the words which conclude the present preface: "If any difficulty or obscurity remains, it is a difficulty arising from the subject-matter itself, and an obscurity which a little closer attention on the student's part will clear away." Such a sentence is in the nature of a challenge to the reviewer, and we can hardly say that our investigation of the book bears out the author's statement. We will take only two chapters. In that on "Implied and Resulting Trusts," it is pointed out that the presumption of a resulting trust may be rebutted by the presumption of advancement (page 119) "in favour of any person with regard to whom the person advancing the money has placed himself *in loco parentis—e.g.*, . . . in *Standing* v. *Bowring* [34 W. R. 204, 31 Ch. D. 282], a godson." Now, in point of fact, this case was not decided on this ground at all, for the plaintiff, who made the advance, was not *in loco parentis* to the defendant, but on the ground that the gift was intentional and complete. On page 127 we reach the chapter on "Constructive Trusts." After a somewhat inadequate definition of the subject-matter, there follow instances of constructive trusts, and the first of these is, "the vendor's lien on land sold"—which, with all respect, is not a trust at all. It is not so treated in authoritative text-books, nor in the cases; and a moment's consideration of the remedy of the unpaid vendor will shew that he is not in the position of what the Scotch call a "truster," but of a mortgagee. Similar remarks apply to the vendee's lien. In the same chapter (p. 132) there occurs the following sentence:—"A constructive trust may also arise where a person who is only part owner, acting *bonâ fide*, permanently benefits an estate by repairs or improvement." Here, again, is a case where a lien (if anything) arises, and not a trust. And we ask, in some perplexity, who and what is a "part owner" as applied to the ownership of landed estates? It follows, from what we have said, that the explanation of the manner in which equity "constructs" trusts (pp. 135, 136), is somewhat misleading. Nevertheless, the book is a good introduction to equity, and is additionally useful by having a full index.

PRACTICAL STATUTES.

THE PRACTICAL STATUTES OF THE SESSION, 1894 (57 & 58 VICTORIA); WITH INTRODUCTIONS, NOTES, TABLES OF STATUTES REPEALED AND SUBJECTS ALTERED, LISTS OF LOCAL AND PERSONAL AND PRIVATE ACTS, AND A COPIOUS INDEX. Edited by JAMES SUTHERLAND COTTON, Barrister-at-Law. Horace Cox.

This annual volume presents the practical legislation of the year in a compact and convenient form. Some of the statutes, as the Copyhold Act and the Merchant Shipping Act—the latter of which occupies more than half of an unusually bulky volume—the editor does not appear to have thought suitable for annotation; but elsewhere the reader is assisted by notes and cross references, and the effect of the principal statutes is shortly stated in the introductions prefixed to them. Considerable care has been taken to point out the changes in the law effected by the Prevention of Cruelty to Children Act—or more strictly by the earlier Act of the session which was repealed and incorporated in the Consolidating Act; and the editor has found occasion to draw attention to several errors of drafting in the Wild Birds Protection Act. The volume concludes with a list of local and personal Acts.

THE COPYHOLD ACT, 1894.

THE COPYHOLD ACT, 1894 (57 & 58 VICT. C. 46), WITH A SHORT INTRODUCTION, NOTES, AND INDEX. By W. A. PECK, Barrister-at-Law. Sweet & Maxwell; Stevens & Sons (Limited).

This edition of the Copyhold Act, 1894, is one of the series of "Annotated Acts" which the publishers are issuing. The notes have been very carefully prepared, and they can be relied upon to shew with accuracy the sections in the earlier Copyhold Acts from which the provisions of the present Act are derived. The slight alterations which have been effected are also noticed, and other references given which will assist in the application of the Act.

BOOKS RECEIVED.

The Statutes of Practical Utility. Arranged in Alphabetical and Chronological Order. With Notes and Indexes. Being the Fifth

Edition of Chitty's Statutes. By J. M. LELY, Barrister-at-Law. Vol. IV.—"Education" to "Goods." Sweet & Maxwell (Limited); Stevens & Sons (Limited).

Rogers on Elections. Vol. III.—Municipal and other Elections and Petitions. With Appendices of Statutes, Rules, and Forms. Seventeenth Edition. By S. H. DAY, Barrister-at-Law. Stevens & Sons (Limited).

A Complete Guide to the Parish and District Councils Act (Local Government Act, 1894. With Rules for Elections and Polls—the Official Copy of the Act. By GEORGE FREDERICK EMERY, LL.M., Barrister-at-Law. Stevens & Sons (Limited).

CORRESPONDENCE.

STAMP ON CONVEYANCE IN CONSIDERATION OF A RENT-CHARGE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In the letter from "A Subscriber" in a recent issue, it is supposed that "the Revenue would pause before they ventured to impose a sale duty" in the case where the whole of a rent-charge is saddled on part of the land. It may therefore interest your readers to know that, having had such a case a few months ago, I wrote to the Inland Revenue Commissioners (referring to their recent circular) inquiring whether they would require duty on the rent in such a case, and was answered *in the affirmative* without any qualification.

I agree with "A Subscriber" in thinking that the Incorporated Law Society "have abandoned a strong position," and that it is most inequitable to charge duty on an *apportioned* rent.

I trust that means will be taken to have the question settled by an enactment early next session. ANOTHER SUBSCRIBER.

THE LOCAL GOVERNMENT ACT, 1894.

[*To the Editor of the Solicitors' Journal.*]

Sir,—At a parish meeting held on the 4th inst. for the purpose of appointing a chairman for the year, one of the overseers of the parish was proposed, but was objected to, on the ground that under section 19, sub-section 6, of the Act, "The chairman *and* the overseers are to form a body corporate," making a distinction between the two. The objection was upheld. Kindly give your opinion as to the correctness of the same. AN ELECTOR.

Dec. 7.

[See observations under the head of "Current Topics."—ED. *S. J.*]

NEW ORDERS, &c.

STAMP DUTY ON CONVEYANCES WHERE A RENT-CHARGE FORMS PART OF THE CONSIDERATION.

NOTICE.

[The following is the circular to which reference has frequently been made in our columns:—]

The Commissioners of Inland Revenue have recently had before them papers relating to deeds of Conveyance on Sale where a rent-charge forms the consideration, or a part of the consideration, with special reference to the Stamp duty payable thereon. It appears that there is a practice in certain districts for land to be sold by a vendor—A.—subject to a rent-charge, and it frequently happens that the purchaser—B.—sells a portion of the land to another person—C.—in consideration of a sum of money and also of a rent-charge which may or may not be in strict proportion to the rent-charge payable by B. to A. In such cases, if the transaction is carried out by a deed between B. and C., to which A. is not a party, and there has not previously been any legal apportionment of the rent-charge as between A. and B. over portions of the property, A.'s rights are not affected but a new rent-charge is created as between B. and C., B. covenanting to pay the original rent-charge.

The Commissioners have reason to believe that in the case of many deeds of this description duty has been paid upon the sum of money only, without regard to the rent-charge, on the ground that it is an overriding rent-charge, but, in their opinion, Ad-valorem Conveyance duty is payable not only upon the consideration paid down, but also upon the amount of the rent-charge payable to B. during a period of twenty years. They therefore think it advisable to draw attention to this matter as involving an erroneous practice, and entertaining, as they do, a belief that the practice has not been due to any wish to evade payment of the proper duty they will be willing to allow any Additional Stamp duty which may be payable by reference to the practice to be paid without penalty if the deeds are presented to them for stamping within three months from this date.

By order,

W. H. COUSINS, *Secretary.*

Inland Revenue, Somerset House, London, W.C., 17th September.

LOCAL GOVERNMENT ACT, 1894, SECTION 70.

RULE OF THE SUPREME COURT.

The summary proceeding for submitting any question for decision to the High Court of Justice under the seventieth section of the Local Government Act, 1894, shall be by special case to be agreed upon by the parties, or, in default of such agreement, to be settled by an arbitrator agreed upon by the parties or (if necessary) appointed by a Judge at Chambers, or to be settled by a Judge at Chambers.

The special case when settled shall be filed at the Crown Office Department, at the Central Office of the Supreme Court, by the Chairman of Quarter Sessions, the County Council, or the Local Authority concerned, within eight days from the settlement thereof, and shall be put into the Crown Paper for argument as if it were a case stated by Justices under 20 & 21 Victoria, Chapter 43.

This Rule shall come into operation on the First of January 1895.

The 10th of December 1894.

(Signed) HERSCHELL, C.
" RUSSELL OF KILLOWEN, C.J.
" ESHER, M.R.
" F. H. JEUNE, P.
" A. L. SMITH, L.J.
" JOSEPH W. CHITTY, J.
" HERBERT H. COZENS-HARDY.
" R. B. FINLAY.
" JOHN HUNTER.

RULES OF THE SUPREME COURT (MERCHANT SHIPPING), 1894.

1. *General jurisdiction under the Act.*] The jurisdiction of the High Court under the Merchant Shipping Act, 1894 (in these Rules referred to as "the Act"), with the exception of that under sections twenty-eight, thirty, and five hundred and four of the Act, shall be assigned to the Probate Divorce and Admiralty Division.

2. *Application under s.* 30 *of Act.*] Any application under section thirty of the Act, 1894, may be made by summons or otherwise, and either ex parte or upon service of notice on any person as the court may direct,

3. *Application as to excess of wages paid on seamen volunteering into the navy.*] (1.) Any application to the High Court under section one hundred and ninety-seven of the Act shall be made to the Admiralty Registrar, and shall be in such form, and shall be accompanied by such documents and by such statements, whether on oath or otherwise, as the President of the Probate Divorce and Admiralty Division directs.

(2.) The Registrar shall, on receiving the application, give written notice thereof and of the sum claimed to the Admiralty, and shall proceed to examine the application, and shall, if necessary, apply to the Registrar General of Shipping and Seamen to produce any papers in his possession relating thereto, and may call for further evidence.

(3.) If the Registrar considers that the whole of the claim is just, he shall give a certificate accordingly, but if he considers that the claim or any part thereof is not just, he shall give notice of his opinion in writing under his hand to the person making the application, or his solicitor or agent.

(4.) If within sixteen days from the giving of the last-mentioned notice the person to whom the notice is given does not cause to be left at the Admiralty Registry a written notice demanding that the application be referred to the Judge, the Registrar shall finally decide thereon, and certify accordingly.

(5) If the notice is left as aforesaid, the application shall stand referred to the Judge in Chambers, and his decision thereon shall be final, and the Registrar shall certify the same accordingly.

(6.) The Judge and Registrar shall in any proceeding under these Rules have full power to administer oaths, and to exercise all the ordinary powers of the court, as in any other proceeding within its jurisdiction; and the Judge or Registrar (as the case may be), may, if he thinks fit, allow for the costs of any such proceeding any sum not exceeding five pounds for each seaman in respect of whom application is made; and that sum shall be added to the sum authorized to be repaid under the Act, and shall be certified by the Registrar accordingly.

4. These Rules may be cited as the Rules of the Supreme Court (Merchant Shipping), 1894.

The 10th of December 1894.

(Signed) HERSCHELL, C.
" RUSSELL OF KILLOWEN, C.J.
" ESHER, M.R.
" F. H. JEUNE, P.
" A. L. SMITH, L.J.
" JOSEPH W. CHITTY, J.
" HERBERT H. COZENS-HARDY.
" R. B. FINLAY.
" JOHN HUNTER.

HIGH COURT OF JUSTICE.

CHRISTMAS VACATION, 1894.

Notice.

There will be no sitting in Court during the Christmas Vacation.

During Christmas Vacation :—All applications which may require to be immediately or promptly heard, are to be made until Monday, December 31st, to the Lord Chief Justice of England, and after that date to the Honourable Mr. Justice Romer.

The Lord Chief Justice will act as vacation judge from Monday, December 24th, to Monday, December 31st, both days inclusive. His lordship will sit in Queen's Bench Judges' Chambers on Thursday, December 27th, and (if necessary), on Friday, December 28th. On other days, within the above period, applications in urgent Chancery matters may be made to his lordship by post or rail.

Mr. Justice Romer will act as vacation judge from Tuesday, January 1st, to Thursday, January 10th, both days inclusive. His lordship will sit in Queen's Bench Judges' Chambers on Thursday, January 2nd, and (if necessary), on Friday, January 3rd. On other days, within the above period, applications in urgent Chancery matters may be made to his lordship by post or rail.

In any case of great urgency, the brief of counsel may be sent to the judge by book-post, or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the judge for the time being acting as vacation judge can be obtained on application at Chancery Registrars' Chambers, Room 136.

The chambers of Mr. Justice Stirling will be open for vacation business only from 11 to 2 on Thursday, December 27th; Friday, December 28th; Tuesday, January 1st; Wednesday, January 2nd; Thursday, January 3rd; and Friday, January 4th.

Chancery Registrars' Chambers, Royal Courts of Justice.
December 12th, 1894.

CASES OF THE WEEK.

Court of Appeal.

GRAY v. BARTHOLOMEW—No. 1, 6th December.

PRACTICE—PAYMENT INTO COURT—DENIAL OF LIABILITY—VERDICT FOR SMALLER SUM THAN MONEY IN COURT—POWER TO ORDER BALANCE TO BE PAID TO DEFENDANT—R. S. C., 1883, ORD. 22, R. 5 (B).

This was an appeal from a judgment of Hawkins, J. The action was for slander. The defendant paid into court the sum of £5 in full satisfaction of the plaintiff's cause of action. The trial took place before Hawkins, J., and a jury at Reading Assizes. The jury returned a verdict for the plaintiff for one farthing damages. The learned judge ordered judgment to be entered for the defendant, and further ordered that one farthing should be paid out of court to the plaintiff, and that the balance of the sum of £5 should be paid out to the defendant, and that the plaintiff should pay the defendant's costs. The plaintiff appealed. It was argued on his behalf that the learned judge had no power to order the £4 19s. 11½d. to be paid out to the defendant. Reference was made to ord. 22, rr. 5, 6, 22, and to *Dunn* v. *Devon and Exeter Constitutional Newspaper* (63 L. J. Q. B. 342).

THE COURT (Lord ESHER, M.R., and LOPES and RIGBY, L.JJ.) dismissed the appeal on the ground that, the defendant not having denied liability, ord. 22, r. 5 (*b*), applied. Under that rule the judge had power to order that money paid into court should not be paid out to the plaintiff. Where such an order was made it followed necessarily that the money must be paid back to the defendant.—COUNSEL, *W. H. Nash; Leslie.* SOLICITORS, *H. P. Becher; Ranger, Burton, & Frost.*

[Reported by F. G. RUCKER, Barrister-at-Law.]

***Re* THE MIDLAND COAL, COKE, AND IRON CO. (LIM.)** No. 2, 7th December.

COMPANY—WINDING UP—SCHEME OF ARRANGEMENT—TRANSFER TO NEW COMPANY—CREDITOR—CONTINGENT LIABILITY—COMPANIES ACT, 1862 (25 & 26 VICT. C. 89), S. 158—JOINT STOCK COMPANIES ARRANGEMENT ACT, 1870 (33 & 34 VICT. C. 104), S. 2.

Appeal from a decision of Wright, J. (reported 38 SOLICITORS' JOURNAL, 618), refusing to admit a claim of W. Y. Craig, in the winding up of the above company, for a sum of £45,787 14s. 8d. The applicant was in 1890 the lessee of a colliery, and by deed dated in June, 1890, assigned his lease to the company, who covenanted with him to pay the rent and royalties reserved by the lease and to perform the lessee's covenants, and to indemnify the applicant therefrom. This covenant covered the whole period of the lease, and there was no provision relieving the company from it in the event of the company assigning the lease. The company went into possession and worked the colliery. In May, 1893, a resolution was passed to wind up the company voluntarily, and in July, 1893, an order was made to continue the winding up under the supervision of the court. By a scheme of arrangement, sanctioned by the court in October, 1893, a new company was to be formed, which was to take over the assets and liabilities of the old company and to pay or satisfy, within three months of the approval of the scheme by the court, the debentures and unsecured creditors of the old company and the costs of winding up. It was further provided by the scheme that the new company should allot, upon the nomination of the liquidators, to each shareholder of the old company one share in the new company credited with £4 paid for each share held by him in the old company, and that, upon payment or satisfaction of the debentures, debts, and expenses, the old company should be wound up and dissolved. A new company was formed as proposed, and registered in November, 1893. In December, 1893, an agreement was entered into between the liquidators of the old company and the new company for taking over the assets of the old company, and those assets were accordingly taken over. The applicant knew of the proposed scheme, but did not oppose its approval by the court, nor did he take steps to obtain an injunction to prevent its being carried out. But on the 9th of December, 1893, he applied by summons that a claim by him for £45,787 14s. 8d. might be admitted against the old company. Part of this claim consisted of a debt or liability for £336, which was not disputed. The rest of the claim was based on the covenant by the old company to indemnify the applicant from the rent, royalties, and covenants of the lease assigned to them. This claim was resisted by the liquidators, and Wright, J., made an order allowing the claim for £336, but disallowing the rest of the claim. The applicant appealed.

THE COURT (Lord HALSBURY and LINDLEY and A. L. SMITH, L.JJ.) dismissed the appeal.

LINDLEY, L.J., in delivering the judgment of the court, said: In order to dispose of the various questions raised by the appeal, it will be convenient to consider (1) Mr. Craig's rights against the old company apart from the scheme of arrangement; (2) the effect of that scheme upon his rights; and (3) the consequences which follow from the fact that the liquidators of the old company have handed over to the new company all the assets of the old company, and have distributed amongst the shareholders of the old company the shares received from the new company as provided by the scheme. First, as regards Mr. Craig's rights against the old company, apart from the scheme. With respect to that, section 158 of the Companies Act, 1862, provides:—"In the event of any company being wound up under this Act, all debts payable on a contingency, and all claims against the company—present or future, certain or contingent, ascertained or sounding only in damages—shall be admissible to proof against the company, a just estimate being made, so far as is possible, of the value of all such debts or claims as may be subject to any contingency or sound only in damages, or for some other reason do not bear a certain value." Notwithstanding the very comprehensive language of this section, Giffard, L.J., when Vice-Chancellor, decided in *Re London and Colonial Co., Ex parte Horsey* (16 W. R. 535, L. R. 5 Eq. 561) that, as it was impossible to put a just estimate on the claim of a landlord to future rent and possible breaches of covenant, he was not entitled to prove against a limited company being wound up and to receive a dividend on his proof, and this view prevailed until a comparatively recent date. But after the decision of the House of Lords in the case of *Hardy* v. *Fothergill* (13 App. Cas. 351, 36 W. R. Dig. 18), which must be considered in connection with section 10 of the Judicature Act, 1875, it is difficult, if not impossible, to say that Mr. Craig could not have had his claim valued and have proved for its value against the old company. Mr. Craig, however, does not really want to do this. What he wants is to enter a claim with a view to have assets of the old company set apart for his indemnity before they are divided amongst the shareholders; or, if he is not in time for that, he asks that the old company may not be formally dissolved so long as he is exposed to liability under his covenants. He bases his claim in this respect on certain decisions in which a lessor of a limited company being wound up or applying for leave to reduce its capital has been held entitled to enter a claim for the amount of rent and royalties which may become due to him in future and to an injunction to restrain the company from distributing its assets and dissolving without making proper provision for his payment. The cases in which orders to this effect have been made are *Re The Telegraph Construction Co.* (18 W. R. 729, L. R. 10 Eq. 384), *Oppenheimer* v. *British and Foreign Exchange and Investment Bank* (26 W. R. 391, 6 Ch. D. 744), *Gooch* v. *London Banking Co.* (32 Ch. D. 41, 34 W. R. Dig. 38), and *Elphinstone* v. *Monkland Iron Co.* (11 App. Cas. 332, 34 W. R. Dig. 54). The last of these cases was in the House of Lords, and the House made an order in favour of the lessor of a limited company, which was being wound up voluntarily, and declared that the lessee company was bound to fulfil its future obligations under its lease and that the liquidators were bound to make due provision for fulfilling such obligations and to set aside assets of the company in their hands for that

purpose. It is true that this was a Scotch case, and a case between lessor and lessee; but I see no reason to suppose that there is any difference between English and Scotch law in this respect. The effect, however, of the decision in *Hardy* v. *Fothergill* on the right of a lessor to have the assets of a limited company which is being wound up impounded has not yet been judicially determined. The English decisions in favour of his right to enter a claim and have assets impounded to meet it have all proceeded upon the view that the lessor could not prove for any ascertainable sum and be paid a dividend upon it, and on some future occasion those decisions will have to be reconsidered. In the present case it is not necessary to solve this new problem, and I say no more about it. I will assume that, apart from the scheme, Mr. Craig would have been entitled to enter a claim for indemnity, and to have assets in the hands of the liquidators set apart to answer this claim before the final dissolution of the company. This was not what Mr. Craig asked by his summons, but I pass that over, as the summons might have been amended. I will now consider the effect of the scheme of arrangement. Mr. Craig clearly was entitled to be heard in opposition to that scheme. The cases to which I have referred presuppose the existence of assets not yet distributed amongst the shareholders. Until they are distributed he is entitled to be heard in opposition to any scheme for their distribution. Whether the court is bound to give effect to his opposition is a different question, and depends on the meaning of the word "creditor" in the Joint Stock Companies Act, 1870. Considering that that Act was passed in order to enlarge the powers conferred by section 159 of the Companies Act, 1862, I agree with Wright, J., in thinking that the word "creditor" is used in the Act of 1870 in the widest sense, and that it includes all persons having any pecuniary claims against the company. Any other construction would render the Act practically useless. If I am right in this interpretation of the Act of 1870 Mr. Craig is bound by the scheme approved by the court, and in my opinion he is so bound. This is of itself enough for the decision of this appeal. But I will again assume in his favour that he is not so bound, and that the scheme itself did not deprive him of the rights which I have assumed that he otherwise would have had. This brings me to the last point—viz., the effect of the approval of the scheme and of what has been done under it. In my judgment Mr. Craig has asserted his claim to have assets set aside for his indemnity far too late. As already stated, he had full notice of the proposed scheme. He did not oppose it; he did not appeal from the order approving it; he took no steps to prevent its being carried out, nor to prevent the shares of the new company from being distributed amongst the shareholders of the old company, whilst they were in the hands of the liquidators. The scheme was sanctioned on the 12th of October, 1893. Mr. Craig made no application to the court until the 9th of December, 1893, by which time the new company had been formed. Mr. Craig applied for no injunction, and long before the 5th of July, 1894, when his summons came on to be heard, all the assets of the old company had been handed over to the new company, and the shares of the new company had been distributed amongst the shareholders of the old company. There were then no assets of the old company to impound, and it was impossible to stay their distribution. I am far from saying that Mr. Craig could have done anything effectually after he had allowed the scheme to be approved by the court without opposing it. Had he opposed it the court might have refused to sanction the scheme, for the court is not bound to approve a scheme which it thinks unjust to any one. Be this, however, as it may, it is impossible now to stay any distribution of assets, for there are none to distribute. Although it is not too late to stay the dissolution of the old company, nothing will be gained by so doing now that the assets have all been distributed under the sanction of the court. The appeal, therefore, must be dismissed, with costs.—Counsel, *Buckley*, Q.C., and *Kenyon Parker*; *Kirby*. Solicitors, *Bircham & Co.*; *Ashurst Morris & Co.*

[Reported by Arnold Glover, Barrister-at-Law.]

PRESTON BANKING CO. (LIM.) v. ALLSUP & SONS (LIM.)—No. 2, 7th December.

Practice—Jurisdiction—Rehearing Summons after Order drawn up.

Appeal from the Vice-Chancellor of the County Palatine of Lancaster. The action was a debenture-holders' action, and by an order in the action dated the 17th of February, 1894, D. W. Allsup and F. L. Lindsay were appointed receivers and managers of the real and personal property of the defendant company comprised in three series of debentures. By an order dated the 4th of June, 1894, the said receivers were authorized, with the consent of the plaintiff company, to sell out of court, either by public auction or private treaty, the property of the defendant company. Subsequently to this order F. L. Lindsay, who was the holder of a debenture of the third series for £1,000, applied to the Vice-Chancellor that the sale might be carried out under the directions of the court. By an order dated the 11th of July, 1894, made upon this application, it was ordered that upon the applicant paying £250 into court within a week as security for the costs of the application, it should be referred to the registrar to appoint some fit and proper person to conduct the sale out of court, the application to be dismissed with costs upon default being made in payment of the £250. Subsequently to this order the property was sold at a price which left £600 for distribution among holders of the third series of debentures. On the 7th of August, 1894, Lindsay, having made default in payment of the £250, took out a summons asking that, notwithstanding the order of the 11th of July, 1894, the costs of all parties thereby directed to be paid by the applicant and the costs of the applicant might be costs in the action, and that in the meantime all further proceedings under the said order might be stayed, and that the costs of that application might be also costs in the action. The ground of this application was that the order of the 11th of July had been obtained upon a misrepresentation of the value of the assets of the company. The application was made after the order of the 11th of July had been passed and entered. On the 26th of November the Vice-Chancellor decided that he had no jurisdiction to entertain the application. Lindsay appealed from this decision. Counsel for the appellant contended that the Vice-Chancellor had been misled into making the order of the 11th of July, and had jurisdiction to correct it. They cited, among other cases, *Staniar* v. *Evans* (35 W. R. 286, 34 Ch. D. 470).

The Court (Lord Halsbury and Lindley and A. L. Smith, L.JJ.) dismissed the appeal.

Lord Halsbury said that if by mistake an order was drawn up which did not express the meaning of the judge there was jurisdiction to correct it. But the present application was for the rehearing of an order which the Vice-Chancellor had intended to make. There was, in his lordship's opinion, no jurisdiction to do that. Such jurisdiction, if it existed, would be most mischievous. The fact that in the present case the same judge was asked to rehear the case was immaterial, for if one judge could reopen an order another could do so. Any application which might be made to the Vice-Chancellor in the nature of an application for a supplemental order would be, of course, within his jurisdiction. His lordship had no knowledge or interest in the merits of the case, but he thought there was no jurisdiction to reconsider or alter the order of the 11th of July. The appeal must be dismissed.

Lindley, L.J., said it was of the utmost importance that an end should be rigorously put to litigation when once the order had been completed. The appeal would be dismissed, but without prejudice to any application which might be made based upon the view that the order of the 11th of July was right.

A. L. Smith, L.J., concurred. His lordship was of opinion that the case of *Staniar* v. *Evans* might, at some future time, require consideration. The law was put upon the right foundation by Fry, L.J., in *Re Suffield & Watts* (36 W. R. 584, 20 Q. B. D. 693).—Counsel, *Hopkinson*, Q.C., and *T. E. Mansfield*; *Astbury*; *T. Humber*. Solicitors, *T. H. & T. Dodd*, Preston; *T. Whitehead*, Preston; *W. Bramwell*, Preston; *Finch & Johnson*, Preston.

[Reported by Arnold (Glover, Barrister-at-Law.]

High Court—Chancery Division.

MACKINTOSH *v.* **POGOSE**—Stirling, J., 4th, 5th, and 6th December.

Post-nuptial Settlement—Proviso as to cesser of Interest in case of Bankruptcy—Bankruptcy of Settlor of part of Trust Property—Section 47 of the Bankruptcy Act of 1883—Section 3 of the Married Woman's Property Act of 1882.

The plaintiff in this action was the official receiver in bankruptcy of the property of Nicholas Marcar Pogose, who was adjudged a bankrupt on the 27th of April, 1888. The defendants were Margaret Pogose, the wife of the bankrupt, their two infant children, and Donald John Bagram, the sole remaining trustee of a post-nuptial settlement the subject of this action. The bankrupt and the defendant Margaret Pogose were married on the 27th of February, 1883, and immediately afterwards went out to India, where on the 2nd of June, 1884, the said post-nuptial settlement was executed, whereby certain property was settled upon the husband, his wife, and the children of the marriage in ordinary form, with provisions restraining anticipation of the income of the trust funds by the wife, and providing that if the husband should become bankrupt, or should attempt to assign or charge the said income, his interest in the said trust funds should immediately cease. In the year 1882, previous to his marriage, the debtor, jointly with his brother, who was then in financial difficulties, mortgaged certain securities to secure an advance of £800 and interest at the rate of 12 per cent. per annum. The debtor entered into the said mortgage agreement as surety for his brother. The security at the date of the mortgage was believed by all parties to be of considerable value, but it eventually proved to be worthless. The mortgagee in 1883 sought to make the debtor a bankrupt, but owing to the absence of the latter from this country the receiving order was not made until 1888. There was nothing to shew that at the date of the settlement the debtor was aware that bankruptcy proceedings were being taken against him. The rest of the facts sufficiently appear from his lordship's judgment. The plaintiff, as official receiver in bankruptcy of the debtor, sought by this action a declaration that the post-nuptial settlement was void as against him in respect of the whole of the property comprised therein, or, in the alternative, that the provision in the said settlement as to the cesser of the debtor's life interest in the event of his bankruptcy was void as against the plaintiff as trustee of the property of the debtor. The following cases were cited by counsel in the course of their arguments: *Re Ridler* (31 W. R. 93, 22 Ch. D. 74), *Re Pearson*, *Ex parte Stephens* (3 Ch. D. 807), *Ex parte Hillman* (27 W. R. 567, 10 Ch. D. 622), *Hanes* v. *Harding* (36 W. R. 629, 20 Q. B. D. 732), *Re Ashby* (40 W. R. 430; 1892, 1 Q. B. 872), *Pott* v. *Todhunter* (2 Coll. 77), *Re Flammank*, *Wood* v. *Cook* (40 Ch. D. 461), *Lester* v. *Garland* (5 Sim. 205), *Whitmore* v. *Mason* (10 W. R. 168, 2 J. & H. 214), *Hammonds* v. *Barrot* (17 W. R. 78, 21 L. T. N. S. 321), *Ex parte Taylor* (35 W. R. 148, 18 Q. B. D. 295), *Ex parte Tidswell* (35 W. R. 469), *Butcher* v. *Stead* (24 W. R. 462, 7 H. L. 839).

Stirling, J.—[His lordship stated the facts as above, and proceeded:—] This is a question which arises under the Bankruptcy Act of 1883 and the Married Women's Property Act of 1882. However beneficial this latter Act may have been, it has undoubtedly given rise to very many peculiar transactions between husband and wife. It is necessary, therefore, before

deciding these questions, to carefully inquire into the circumstances connected with each. Now it is clear that at the date of the marriage of Mr. and Mrs. Pogose, the wife had considerable property of her own, to which she was still entitled after her marriage in consequence of the Act of 1882. Her property was remitted to her in India by means of drafts in her favour, which she indorsed to her husband. Now in my opinion there was never any gift of this property by the wife to her husband, and the latter was clearly bound to return it in some form or other. The husband admitted this liability, and the settlement, the subject of this action, was executed by him in exoneration of such liability. [His lordship here read the settlement.] Now it is said by the plaintiff that this settlement is void under section 47 of the Bankruptcy Act of 1883, and as the terms of the settlement clearly shew that there was a settlement of the husband's property as well as of the wife's, it therefore falls within the said section. But it is contended that there is consideration, and I think that contention is well founded. Now, in the first place, who is a purchaser for valuable consideration? On this point I have the guidance of the Court of Appeal in *Hance* v. *Harding* (*supra*). [His lordship read the headnote and then read the judgments of Lord Esher, M.R., and Sir James Hannen on pp. 737-739.] It was clearly decided in that case that the father of the bankrupt was a purchaser for valuable consideration. Now in the present case the wife has given consideration, for she settles certain property of her own and she releases her husband from the balance in which he was indebted to her in respect of the property he had borrowed. Consequently I think that she is just as much a purchaser for valuable consideration as was the father in *Hance* v. *Harding*. But in that case the courts were unanimously of opinion that all the parties had acted in good faith, and it is said that here one of the parties at least (Mr. Pogose) did not act in good faith, and that, consequently, Mrs. Pogose is not a "purchaser in good faith" within the meaning of the Act. Now I am of opinion that a person is a "purchaser in good faith" within the meaning of section 47 of the Bankruptcy Act of 1883 if he himself act in good faith, and it is not necessary that both parties should act in good faith. My reasons for this conclusion are, firstly, because that is the natural interpretation of the statute; secondly, because it is in accordance with the principles of those bankruptcy cases decided by the courts before the passing of the Bankruptcy Acts; and thirdly, because it is in accordance with the bankruptcy statutes previous to the Act of 1883. Now as to the first reason. I think the meaning of the words of the 47th section – *i.e.*, "a purchaser or incumbrancer in good faith and for valuable consideration"—is simply this: a person who has for valuable consideration acquired property affected with some infirmity without notice of the existence of such infirmity. Next, as to the cases before the passing of the Bankruptcy Acts. This class of cases is well illustrated by the case of *Kevan* v. *Crawford* (6 Ch. D. 29). I refer to it, not as a binding authority, but merely by way of illustration. [His lordship stated the facts of the case, and then read part of Jessel, M.R.'s judgment, beginning on p. 38 with the words "The Vice-Chancellor has taken the view" to the end of the paragraph on p. 39.] This case clearly shews that in settlements before the Bankruptcy Acts it was enough if the purchaser for value had no knowledge of any fraud on the part of the settlor. Lastly, in the case of *Butcher* v. *Stead* (*supra*) the House of Lords held that the words (in section 92 of the Bankruptcy Act of 1869, which is, of course, no longer law) "in good faith and for valuable consideration" must be taken to mean, without notice that any fraud or fraudulent preference is intended, valuable consideration being given. For these reasons I think that Mrs. Pogose must be treated as a purchaser for valuable consideration in good faith, as it does not appear to me from the evidence that she had notice, either direct or constructive, of any fraud or fraudulent intention on the part of the settlor. Now on this last point I am far from satisfied that her husband had any dishonest intention in making this settlement. His debts were mainly due to his becoming surety for his brother under the mortgage of 1882, and it is clear that all parties to that deed believed the security to be a valuable one. Moreover, none of his creditors were pressing for payment. I do not think I ought, under these circumstances, to infer that this settlement was made by Mr. Pogose with any fraudulent intent, and any doubt I might have felt upon this point is dispelled by the decision of the Court of Appeal in *Ex parte Mercer* (17 Q. B. D. 290), where it was held that the evidence was insufficient to prove that a settlement had been made with fraudulent intent, although the circumstances in that case were much more suspicious than they are here. On these grounds I hold that the post-nuptial settlement must stand, and that the main object of the action fails. With respect to the alternative claim—*i.e.*, that the provision as to the cesser of Mr. Pogose's life interest in the event of his bankruptcy is void—I desire to reserve judgment.—Counsel, *Graham Hastings*, Q.C., and *M. Muir Mackenzie*; *Grosvenor Woods*, Q.C., and *Stewart Smith*. Solicitors, *Clement, Chase, & Green*; *Nash, Field, & Withers*, for *Stuckey, Son, & Pope*, Brighton.

[Reported by Arthur Morton, Barrister-at-Law.]

High Court—Queen's Bench Division.

REG. *v.* JUSTICES OF LONDON—6th December.

Mandamus—Licensing Appeal—Justices at Quarter Sessions—Costs—Discretion of Justices—Ministerial Act—9 Geo. 4, c. 61, s. 29—11 & 12 Vict. c. 43, s. 7—Summary Jurisdiction Act, 1879 (42 & 43 Vict. c. 49), s. 31—Summary Jurisdiction Act, 1884 (47 & 48 Vict. c. 43), s. 6.

At the general annual licensing meeting for the Tower Division of the County of London held on the 30th of March, 1894, one Tant applied for a renewal of the licence to sell liquors to be consumed on the premises known as the Cannon Stores public-house. On the 3rd of April, 1894, the freeholder of the premises (F. J. Magerkorth) gave notice of appeal, and the appeal was heard and dismissed at the general quarter sessions held before Sir Peter Edlin and justices at Clerkenwell on the 21st of July, 1894. Application was made to the court to order that the appellant should pay to the respondent justices by way of costs such sum as should indemnify them for all their expenses under 9 Geo. 4, c. 61, s. 29. The court refused the application. An order *nisi* was obtained calling upon the justices for the administrative county of London to shew cause why a writ of *mandamus* should not issue commanding them to enter at quarter sessions the appeal of F. J. Magerkorth, and determine the matter of an application by the justices of the Tower Division of the County of London (the respondents in the appeal) for an order adjudging that Magerkorth, the appellant, should pay the costs of the respondents in the appeal. It was now argued for the justices at quarter sessions that section 29 of 9 Geo. 4, c. 61 had been impliedly repealed by later statutes, and that the justices had a discretion as to the granting of costs; and that, however that might be, the justices having heard and determined the question, there could be no *mandamus*. Counsel relied upon *Reg.* v. *Justices of Middlesex* (25 W. R. 510, 2 Q. B. D. 516); *Reg.* v. *Justices of Glamorganshire* (40 W. R. 436; 1892, 1 Q. B. 621); *Reg.* v. *Hellier* (17 Q. B. 229); *Reg.* v. *Justices of Glamorganshire* (38 W. R. 640, 22 Q. B. D. 628); the Summary Jurisdiction Act, 1879 (42 & 43 Vict. c. 49), s. 31; the Summary Jurisdiction Act, 1884 (47 & 48 Vict. c. 43), s. 6; and 11 & 12 Vict. c. 43, s. 7. In support of the rule it was said that 9 Geo. 4, c. 61, s. 29, gave the justices no discretion as to costs, and that they could not avoid the *mandamus* merely by saying that they had heard and determined the matter. Their duty as to costs was a ministerial one only: *Reg.* v. *Bolton* (1 Q. B. 66), *Reg.* v. *Justices of West Riding of Yorkshire* (10 W. R. 757, 2 B. & S. 811), *Reg.* v. *Justices of Monmouthshire* (1 D. & L. 145).

The Court (Pollock, B., and Grantham, J.) held that a *mandamus* ought not to be granted.

Pollock, B., in giving judgment, said that the court would grant a *mandamus* where the court below had wrongly declined to deal with a matter, either on the ground that there was no jurisdiction, or because of some preliminary objection. But the court never granted a *mandamus* where the tribunal below had heard counsel and decided the matter before it, even where the decision of such court involved the question of its jurisdiction to make the order or do the Act required of it. Nor would the court grant a *mandamus* when the inferior tribunal had held that a specific condition precedent required by an Act of Parliament did not exist. It was quite clear that if the court below had only a ministerial duty to perform, the court which reviewed its decision would order a *mandamus*; but the granting of costs could not be said to be a ministerial act. The question of costs involved the exercise of a judicial function, and was often the most material question in a case. The justices here had heard the matter argued, and had determined it judicially, and a *mandamus* could not therefore be granted.

Grantham, J., concurred. Order discharged.—Counsel, *Poland*, Q.C., and *Danckwerts*; *Jelf*, Q.C., *Horace Avory*, and *d'Eyncourt*; *Marshall Hall* and *R. E. Moore*. Solicitors, *Nicholson & Patterson*; *E. W. Beal*; *King & Burrell*.

[Reported by T. Mathew, Barrister-at-Law.]

REG. *v.* WORTON—C. C. R., 8th December.

Betting Act, 1853 (16 & 17 Vict. c. 119), s. 1—Using a Room for the purpose of Betting with Persons resorting thereto.

The defendant was indicted at the Birmingham Sessions, the indictment containing eight counts, charging offences under the Betting Act (16 & 17 Vict. c. 119). The first count alleged that, on the 23rd of August last, the defendant did use a certain room, called "the bar," at a licensed beerhouse, the William the Fourth, in Birmingham, for the purpose of his using the same for betting with persons resorting thereto. The third and fifth counts alleged similar offences on the 24th and 25th of August respectively. The effect of the evidence upon these counts is stated in the judgment of Lord Russell, C.J. Counsel for the defendant cited the case of *Bond* v. *Plumb* (1894, 1 Q. B. 169), and submitted that there was no evidence of the defendant's using the place for the purpose of betting with persons resorting thereto, though there was evidence of his using the place for the purpose of money being received as the consideration for an undertaking to pay thereafter money on an event relating to a horse race. The recorder held that there was evidence to go to the jury on the first, third, and fifth counts, and he directed the jury that the main questions were—(1) whether the defendant did use the bar room on the occasions in question; and (2) if he did, was he using it for the purpose of betting with persons resorting thereto? He also directed them that if, while he was using the room, he intended to bet with persons resorting thereto, and merely went out to take their bets outside, and then came back to be ready for more, this would be no more than a colourable evasion of the Act, and what took place outside would be strong evidence of the purpose for which defendant was using the room. The jury found the defendant guilty on the first, third, and fifth counts, acquitting him on the others. They were asked also, at the request of the counsel for the defendant, whether he received two packets containing money for the purpose of bets in the bar room on the 25th of August, and they found that he did. The recorder stated this case, in which the question was whether there was any evidence to go to the jury on counts one, three, or five. No counsel appeared on either side.

Lord Russell, C.J.—The defendant was indicted before the recorder of Birmingham upon several counts charging offences against the Betting Act (16 & 17 Vict. c. 119). The jury found the defendant guilty on counts one, three, and five, each of which charged him with a similar

offence on each of three days—the 23rd, 24th, and 25th of August last—viz., that he used the bar of a beerhouse in Birmingham for the purpose of betting with persons resorting thereto contrary to the statute. Evidence was given that on the days in question, and on other days, he had habitually resorted to the bar of this public-house, and that a considerable number of persons came there for the purpose of betting. There seems to have been provision in the beerhouse itself for betting, for slips of paper were provided on which persons intending to bet wrote the names of horses, wrapping up the sum of money they wished to stake on any particular horse. The usual practice seems to have been for the person desiring to bet to go outside the public-house and there to hand over to the defendant the slip of paper with the stake wrapped up in it. But on two of the occasions in question the jury expressly found that the person intending to bet wrote the name of the horse upon a slip of paper in the public-house, enclosing the stake in the paper, and handed it to the defendant inside the bar. At the close of the case for the prosecution a submission was made by the counsel for the defendant which I must characterise as most extraordinary. It was this, that on the authority of *Bond* v. *Plumb* there was no evidence of the defendant using the place for the purpose of betting with persons resorting thereto, although there was evidence of his using the place for the purpose of money being received as the consideration for an undertaking to pay a sum of money on the event of a horse race. In other words, it was submitted that, though there was evidence that the defendant had used the place for the purpose of receiving money for bets, there was no evidence of using the place for the purpose of betting with persons resorting thereto. It seems to me that no evidence could be clearer of using the place for the purpose of betting with persons resorting thereto. The section of the Act prohibits using any place for the purpose of betting with persons resorting thereto or for the purpose of any money being received on an undertaking to pay money on the event of any horse race. The second clause of the section is pointed more directly at ready-money betting; the first part covers betting other than ready-money betting. For my part I should not hesitate to hold, and I believe the rest of the court would hold, that, if a man habitually resorts to the bar of a public-house with the view of receiving money from persons who come there to bet with him, he is using the place for the purpose of betting with persons resorting thereto even if the money is actually handed over outside the door of the house. It is not necessary to refer to the case of *Bond* v. *Plumb* further than to say that it is no authority in favour of the appellant, and that it merely shews that the offence is established under section 1 whether the user of the place is for the purpose of "betting with persons resorting thereto" or for the purpose of receiving deposits of money for the purpose of betting. The question here is whether there was any evidence on the counts in question. We are clearly of opinion that there was ample evidence, and therefore that the conviction must be affirmed.

POLLOCK, B., and HAWKINS, LAWRANCE, and WRIGHT, JJ., concurred. Conviction affirmed.

[Reported by T. R. C. DILL, Barrister-at-Law.]

Bankruptcy Cases.

Re **HAWKINS**, *Ex parte* **TROUP**—C. A. No. 1, 7th December.

BANKRUPTCY—PETITIONING CREDITOR'S DEBT—JUDGMENT DEBT—COMPROMISE—POWER OF COURT TO INQUIRE INTO CONSIDERATION.

This was an appeal from the refusal of Mr. Registrar Hope to make a receiving order. Troup, the petitioning creditor, presented a bankruptcy petition against the debtor, founded upon a judgment and on a bill of exchange, of which the debtor was the acceptor. On the hearing of the petition evidence was given from which it appeared that an action was brought upon the bill of exchange by Troup against the debtor, that the action was compromised by consent upon the terms of judgment being entered against the debtor for an agreed amount. The registrar, after hearing the evidence, came to the conclusion that Troup's agent, when he took the bill of exchange, had notice that the debtor's acceptance had been obtained by fraud, and the registrar refused to make a receiving order against the debtor. The petitioning creditor appealed, and on his behalf it was contended that the registrar had no power to go behind the compromise, because it was a compromise of a disputed claim entered into *bonâ fide*, and was, therefore, a good consideration for the judgment. At the conclusion of the arguments the court reserved their decision.

Dec. 7.—THE COURT (Lord ESHER, M.R., and LOPES, L.J.; RIGBY, L.J., dissenting) dismissed the appeal.

Lord ESHER, M.R., said that an application had been made to the registrar in bankruptcy on behalf of Troup to make Hawkins, the debtor, a bankrupt by making a receiving order against him. The registrar refused the application and from that refusal the present appeal was brought. The receiving order was asked for on the ground that Hawkins was the judgment debtor of Troup for £500. The judgment was based on a bill of exchange for £500 accepted by Hawkins. There was no doubt that as between Troup and Hawkins that judgment was binding, but the registrar thought that he was bound on certain allegations made before him to go behind that judgment and to ascertain how it was obtained, and whether it was a judgment upon which a receiving order could properly be made in bankruptcy. The registrar heard all the evidence leading up to the judgment, and came to certain conclusions of fact, and then exercised his judicial discretion by refusing to make a receiving order. To that extent the case was of the ordinary type in which the Bankruptcy Court went behind a judgment and found that there was nothing to support it, and, therefore, there was no debt upon which a bankruptcy petition could be founded. But then it was said that the judgment was founded upon a compromise of an action in which the claim was doubtful, and it had been argued that the court had no power to inquire into the facts of the compromise, but was absolutely bound to accept it. His lordship, however, was of opinion that the authorities shewed that even although the judgment was obtained by consent or as the result of a compromise, the court nevertheless in bankruptcy cases had power to go behind such a judgment and say whether it was fair to all the other creditors that the debtor should be made a bankrupt on that judgment. The question was not one merely between the parties to the judgment, for bankruptcy materially affected the position of all the other creditors of the debtor. If, when all the circumstances of the case had been gone into, the court thought that the compromise was not one which ought to be sanctioned, then the court would not uphold it. It was not necessary to prove that the compromise had been brought about by actual fraud; if it was an unfair and improper compromise the court would not permit it to be made the foundation of bankruptcy proceedings. His lordship reviewed all the facts of the case, and came to the conclusion on these facts that the registrar was right in refusing to make a receiving order.

LOPES, L.J., concurred.

RIGBY, L.J., dissented, and in the course of his judgment said that the origin of the doctrine which permitted the court in bankruptcy cases to inquire into the circumstances of a judgment was that it was necessary to ascertain whether the debt was one based upon a valuable consideration; if it were a purely voluntary debt, then, according to the ancient practice of the Court of Chancery, it could not compete with the debts owed to creditors who had given consideration. It was a question, however, whether that doctrine had not, with regard to the law of bankruptcy, been displaced by subsequent legislation by which voluntary debts were allowed to rank with those of creditors who had given valuable consideration. (See *Ex parte Pottinger*, *Re Stewart*, 8 Ch. D. 621.) Apart from the question of consideration, there was another doctrine that under no circumstances would the court treat as valid a debt obtained by fraud or collusion, which in truth was not a debt at all. But, assuming that there had been no fraud, his lordship was of opinion that the court had no jurisdiction to inquire into the fairness or reasonableness of a compromise. To do so would, in his view, be to introduce an exception into the law of bankruptcy. There might be many debts which, when admitted to proof, would prejudice the claims of other creditors, *e.g.*, in cases of rash and improvident bargains. Debts so contracted were, in the absence of fraud, binding. There was, no doubt, one case in which the court had gone behind a compromise—viz., *Ex parte Banner*, *Re Blythe* (17 Ch. D. 480), but the *ratio decidendi* there was that the claim upon which the compromise was founded was not a *bonâ fide* claim, but was made for the purpose of extortion, the plaintiff knowing that he had no legal claim. That case, therefore, was not an authority against the proposition that in the absence of fraud the court would not go behind a compromise. His lordship then dealt with the evidence in the case, and stated that in his opinion a case of fraud had not been made out, and that, therefore, the judgment debt was one upon which a receiving order in bankruptcy should have been made. Appeal dismissed. Leave to appeal to the House of Lords refused.—COUNSEL, *Lawson Walton*, Q.C., and *Greyson Ellis*; *Sir Henry James*, Q.C., *Reed*, Q.C., and *Carrington*. SOLICITORS, *Cooper & Bale*; *Langlois*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Solicitors' Cases.

Re **KELLY (A SOLICITOR)**, *Ex parte* **INCORPORATED LAW SOCIETY**—7th December.

SOLICITOR—UNQUALIFIED PERSON USING NAME—PUNISHMENT—DISCRETION OF COURT—SOLICITORS ACT, 1843, s. 32.

This was an application to strike a solicitor off the roll. The case came before the court on the report of the committee of the Incorporated Law Society. The charge made against the solicitor was that he did knowingly and wilfully permit his name to be made use of in certain actions, suits, and matters, upon the account, and for the profit, of one H., an unqualified person. The committee, after hearing the evidence, found that the charge had been proved, and so reported to the court. The report of the committee having been read, the court asked whether there was a discretionary power to inflict any punishment for this offence other than that of striking the solicitor off the roll. Section 32 of the Solicitors Act, 1843, enacts that upon proof of this offence the offending solicitor "shall and may be struck off the roll and be for ever after disabled from acting as a solicitor." In *Re Two Solicitors* (28 SOLICITORS' JOURNAL, 90) the court held that there was no alternative left to the court as to the punishment; in *Re Greyson* (32 SOLICITORS' JOURNAL, 680), and in *Re Sykes* (34 SOLICITORS' JOURNAL, 285) the punishment inflicted was that of suspension, and not striking off the roll, but in these latter cases the point as to discretion was not argued. In *Re Lamb* (23 Q. B. D. 477) the point was raised in the Court of Appeal, but no decision given on it.

THE COURT (POLLOCK, B., and GRANTHAM, J.) ordered that the solicitor, Henry Kelly, of 10, Camomile-street, E.C., be struck off the roll.

POLLOCK, B., said that the facts which had been proved against the solicitor were of such a serious and continuing character that the court had no option but to treat the case as one in which it had been conclusively shewn that the solicitor was unfit, and permanently unfit, to remain an officer of the court. The order would therefore be that he be struck off the roll.

Under these circumstances it became unnecessary for the court to decide the question as to whether or not the court had power, under section 32 of the Solicitors Act, 1843, to inflict any less punishment than striking off the roll for the offence mentioned. But the point having been raised, he thought that it was right that the court should express its opinion, and that was that the effect of the words "shall and may be struck off the roll" was to give the court no discretion in the matter. Although the use of the word "may" introduced a little doubt, yet it was impossible to get rid of the effect of the word "shall." It was to be observed, moreover, that in the earlier Act (22 Geo. 2, c. 46, s. 11) the words were "shall be struck off the roll," and in his opinion this strengthened the contention that under section 32 of the Act of 1843 the court had not a discretionary power as to the punishment.

GRANTHAM, J., concurred. If the court had power to suspend instead of striking off the roll, it either involved a disregard of the words "and for ever after disabled from practising," or the addition of some words such as "and if so struck off." In his opinion the meaning of the section was, "shall be struck off, and shall be for ever after disabled," &c., and the court therefore had no discretion.—COUNSEL, *Hollams; Overend.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

County Courts.

COTTRELL *v.* GREAT WESTERN RAILWAY CO.—Oxford, 8th December.

SOLICITORS' RIGHT OF AUDIENCE.

When the plaintiff's solicitor was about to open his case, and Mr. Plummer claimed audience as of right on behalf of the company, his Honour drew his attention to the fact that he was not the solicitor on the record, and to his legal position with the company. His Honour refused to grant Mr. Plummer audience as of right, and, by arrangement and consent of both parties, the matter stood over until this day.

His Honour Judge SNAGGE in giving judgment said: The question I have to determine here is not whether Mr. Plummer is entitled to address the court without the judge gives him leave, but whether Mr. Plummer, who declines to ask for leave, except for the purpose of this particular application, is entitled as of right to claim audience and to be accorded audience in all proceedings in court in connection with at least this action without any power whatever on the part of the court to stop him, to interfere with him, or to forbid him so addressing the court. Now Mr. Plummer claims that right first, as a solicitor. Solicitors who are not accorded audience, either of right or by leave, in the High Court of Justice, or in the superior courts, are by statute accorded such a right without leave under certain circumstances in the county courts, and properly so. I have therefore to determine when Mr. Plummer comes into the court and claims as of right to address the court in this action between Cottrell and the Great Western Railway Co. as the solicitor "acting generally in the action" for the defendant company, I have to consider simply the question whether he is so or whether he is not. That is the question which I have to determine, and the first thing I have to say about it is that this is a question which is a question for me as the judge of the court to determine. Looking at the argumentative part of Mr. Plummer's affidavit I find that his contention is this, that he is "in truth and in fact retained and employed by the said defendant company" for the purpose of appearing in their county court cases, and that as he is paid by the company for so appearing, that therefore he is the solicitor "acting generally in the action" for the company, and is entitled to be heard. Turning back to the paragraph of the affidavit in which the mode of his appointment is dealt with, I find that he is appointed by the board, presumably by resolution of the board. I have not that resolution before me. If Mr. Plummer's contention is well founded it comes to this, the board of directors by appointing some solicitor who shall be paid by them to assist their solicitor, Mr. Nelson, in county court cases, who shall not be "their solicitor" to carry on in his own name the interlocutory proceedings in the action, but who shall be appointed by them to assist "their solicitor, Mr. Nelson," by appearing in court for the company in their county court cases—they, the directors, constitute that solicitor *ipso facto* the solicitor "acting generally" for them in the action or matter. I cannot leave that question to the determination of either the board of directors of the company or of any client of a solicitor. Whether the person who claims the right to address the court is or is not, in the words of the statute, "the solicitor generally," is a question which is for the judge of the court to determine. That has been settled and disposed of as far back as the year 1868 in the case of *Ex parte Rogers* (L. R. 3 C. P. 493)—"Who is to determine"—I am reading from the judgment of Bovill, C.J.—"Who is to determine whether or not the attorney is acting generally in the action? The judge before whom the party appears has the best means of determining that question." For that reason I deal with this question of fact, and I proceed to determine it according to the best of my judgment. I deal with the question then by applying tests. The first test I would apply is this, to whom has the original correspondence at the very initial stage of this action been addressed, and by whom have the plaintiff's solicitor's letters been answered? It has been conducted throughout in the name of Mr. Nelson.

[Mr. Plummer—My name does appear.]

His HONOUR—Yes, but only as signing "for Mr. Nelson," and presumably by his authority. I apply a further test. Mr. Nelson being the solicitor for the company, upon whom would notice to produce, for instance, or notice to admit, or any other notice, in the action be good service? Upon Mr. Plummer? I apprehend not. I ask who has been from the beginning of these proceedings and up till now the solicitor nominally, ostensibly, officially, appearing generally in the action for the company, whose name but Mr. Nelson's is indorsed on Mr. Plummer's filed affidavit, and I can only come to the conclusion that Mr. Nelson, and Mr. Nelson alone, is the solicitor acting generally in the action. What is the meaning of the words "acting generally"? Acting as what, acting in what capacity? To my mind those words mean this, acting as the responsible, ascertained, professional representative of that party throughout the action, presenting himself in that capacity to the opposite party and to the court. That is the meaning I put on the words "acting generally for." I decline to extend the meaning. I am not prepared to regard Mr. Nelson as a mere professional phantom, visible to the court and to the opposite party up to the moment when his duly qualified solicitor-clerk-assistant arrives and claims the right of addressing the court, and then vanishing to reappear again in any further proceedings. For instance, if the action were carried on appeal to the High Court, who would be the solicitor acting generally in the action then, say before the Court of Appeal or the House of Lords? I am not prepared to regard Mr. Nelson merely as a phantom, but as a reality, nor am I prepared to regard Mr. Plummer, merely because he gets up and addresses the court, as Mr. Nelson's alternative in possessing the statutory right which Mr. Nelson himself undoubtedly possesses. I decline until I am set right by a higher tribunal to extend the meaning I have put on the words "solicitor acting generally" in the action so as to make it apply to any employee in the solicitor's office, whether the employee happens himself to be a solicitor or not, whether the employee is appointed by or is paid by the solicitor himself, or by the client, or by the defendant company, as in this case. I am told by this affidavit that it would be convenient if a different view could be taken. It would be convenient, no doubt, to Mr. Nelson. It would be convenient, perhaps, to the defendant company, but I cannot put an interpretation on the words of the section of the statute which I think it will not bear, and which I think is wrong, simply because it would be a convenience to the defendants or to large firms of solicitors if I were to take a different view. There is a way out of it, and that way out of it has been hinted at by Mr. Plummer himself in the course of his argument. There is such a thing as the change of solicitors. It is quite open to Mr. Nelson if he pleases to retire, and allow Mr. Plummer to become the solicitor in the cause, giving, of course, the requisite formal notice to the court and to the opposite party. That this is sometimes done, that such notices are necessary, that is a further reason in support of the view I have taken, but until that is done he is not the solicitor acting generally in the matter. It is open to Mr. Nelson to do that in the case of any one of the numerous and doubtless very able staff of solicitors' clerks who are in his office, or, in the case of actions in distant parts of the country, there is the very large bar of local solicitors attending the courts regularly, ably and conscientiously performing their duties, and he can transfer the business to them. But even then the resources of civilization are not exhausted. There is such a thing as instructing counsel. There might be reasons of convenience, for aught I know, why that should not be done, but it can be done, and there is a very large body of learned gentlemen who I know are gifted with ability, and I have heard are endowed with the leisure which would enable them to attend to these matters. But if that is not convenient, then I am afraid I am nearly at the end of the resources. I can suggest, I do not know that it is any part of my duty to suggest it, but there is one more—the Legislature. The Legislature, we are told, can do everything, that is, when it has time to do anything. It can, I suppose, by either direct or indirect enactments, create a new order of advocates; it can do that for the convenience of great London firms and great railway companies if it pleases to do so. It can, if it pleases, create a new order of advocates, and thus in the county courts, with their large and great and growing jurisdiction, it can practically silence the voice of the historic bar of England, but if it is minded to do so, or if it was minded to do so when those words were put into the 72nd section of the County Courts Act, 1888, it certainly has not said so yet. That being so, reading the words of the section as I do, I am obliged reluctantly to come to the conclusion I must say to Mr. Plummer I refuse to hear him address the court, that I am debarred of his assistance on the trial of this action, unless he takes the preliminary step of asking for, and obtaining, my leave so to do.

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 12th inst., Mr. Henry Child Beddoe, J.P. (Hereford), in the chair. The other directors present were Messrs. W. B. Brook, Robert Cunliffe, Grantham R. Dodd, Samuel Harris (Leicester), John Hunter, J. H. Kaye, Sidney Smith, R. W. Tweedie, F. T. Woolbert, and J. T. Scott (secretary). A sum of £320 was distributed in grants of relief, and other general business was transacted.

UNITED LAW SOCIETY.

Dec. 10—Mr. C. W. Williams in the chair.—Mr. Williams moved: "That the present state of the divorce laws in the country is both unjust and illogical, and require amendment in the direction of (1) equality between the parties, and (2) further facilities for divorce." Mr. Lewis opposed, and Messrs. Lee, Nash, Elliman, Hubbard, M'Clelland, Marks, North, Cayley, and Kains Jackson spoke. Mr. Williams replied, and the motion was put to the House in two parts, the first being carried by two votes and the latter part lost by six. On Monday, the 17th inst., Mr.

C. W. Williams will move: "That this society is of opinion that some restrictions should be imposed upon the immigration of pauper aliens to this country."

LIVERPOOL BOARD OF LEGAL STUDIES.

Professor Dicey on the Study of the Constitution.

A lecture on "The Comparative Study of the Constitution" was, on the 7th inst., delivered by Mr. A. V. Dicey, Q.C., M.A., Vinerian Professor of Law in the University of Oxford, in response to the invitation of the Liverpool Board of Legal Studies. Vice-Chancellor Robinson presided.

The chairman announced that since their last meeting the whole of the £10,000 had been subscribed towards the foundation of the law chair. With regard to the work which had been done by the Board of Legal Studies during the past year, he thought they had every reason to be gratified with it, and the board were much to be congratulated upon the progress which had been made. The Vice-Chancellor then presented the prizes gained by the students, and briefly introduced

Professor Dicey, who said that the Constitution of England or any other country might be studied in any of three methods, separately or combined, the first being the analytical, the second the historical, and the third the comparative. The analytical or logical method was that which was naturally pursued by the lawyer in explaining the existing state of the constitution; but it was impossible to understand any considerable part of the constitution without understanding some of its history. The historical method was, perhaps, excessively popular at the present time, but it necessarily had its limits. They might find, historically, that a constitution had proceeded in a particular line, but they could by no means in this way establish that the events were always beneficial, or that no better course of development could have been pursued. Then history did not really explain how institutions worked, and besides, in pursuing the historical method they were apt to disregard the most important things, because they were usual. By the comparative method he meant the taking of the constitution and comparing it with the constitution as it existed in former times, or with the constitutions of other countries. For instance, by comparing the position of the Crown now with its position at the time of Elizabeth, Anne, or George III., they brought out very vividly the peculiarities of the powers of the Crown at the present time. This was not the historical method in another form, for though history involved comparison, comparison did not necessarily involve history. They might, instead of comparing the powers of the Crown with the powers of former monarchs, compare it with the power possessed by the German Emperor, the American President, or the French President. There was nothing historical in this, and yet they might in this way throw an immense light on the power of the Crown. Further, in using the comparative method, they need not confine themselves to any constitution that had actually existed, and he knew of nothing more important from this point of view than the works of Rousseau or Montesquieu, which contained proposals which perhaps never could be and never were carried out, but which, for good or bad, had influenced the constitutions of civilized countries as much as any of the constitutions which had ever come into existence. The comparative method, however, did not supersede either the analytical or historical, but supplemented them in several ways of considerable importance. In the first place, it attracted attention to points which one was apt to overlook; and, secondly, it had the merit that it freed them from very considerable errors which the study of the English constitution alone not only did not free them from, but was apt to engender. For instance, in England there was such a close connection between taxation and power as to lead one to imagine that there was an indissoluble link between them, whereas this was not the case in the United States and Germany, where the state of things curiously corresponded with the state of things in England at the time of Cromwell. Another instance was the difference in the relation of the judges to the State in various countries. The comparative method also brought to light new modes of division, because it shewed new affinities and new differences. They could divide constitutions comparatively into those which possessed a Parliamentary Executive (by which he meant an Executive appointed and dismissed by Parliament) and those which possessed or had possessed an Executive neither appointed nor dismissed by the legislative body nor by Parliament. The Constitution of Germany and the Constitution of the United States stood in the same class. In forming a constitution they must remember that no system of election, however fair or however widespread, could secure that the judgment of electors should always, even on very important matters, coincide with the judgment of the men they elected. The professor compared the different principles on which the constitution was formed and existed in the United States, Germany, France, and Switzerland, and compared them with the principles of the English Constitution. The conclusion at which he had arrived was this, that in every nation they would find some institution which represented, at any rate for a time, the will of the nation, but that what this institution was, whether it were a king, a nobility, a parliament, or a church, it depended upon matters which no logic could settle and which, he admitted, could only be accounted for by historical investigation, and that when they had once understood this they had come to understand what a writer like Montesquieu meant when he told them that they must look at the spirit of the laws, and not at their forms. It was the last and the greatest merit of the comparative method that it guided them to understand the spirit of constitutions.

Mr. C. H. Morton moved a vote of thanks to Professor Dicey for his lecture. Principal Rendall seconded, and said that Professor Dicey was the pioneer in the work of reassociating the study of law with other academical studies. The vote having been passed,

Professor Dicey replied, and spoke of the immense advantage to students to see the law actually at work. The study of the law, he thought, should be as interesting as it was likely to be profitable.

On the motion of Mr. T. Lawrence, seconded by Mr. F. Gregory, a similar compliment was paid to Vice-Chancellor Robinson, who remarked that he took the deepest interest in all matters of law in his native city.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—Dec. 4—Chairman, Mr. Pryor.—The subject for debate was, "That capital punishment should be forthwith abolished." Mr. F. W. Sherwood opened in the affirmative, and Mr. Bell, in the absence of Mr. Archer White, opened in the negative. The following members also spoke:—For the motion, Messrs. Hair, Nugent, Chaplin, and Gween; against, Messrs. Nimmo, Curteis, Everine, and H. Harcourt. The motion was lost by two votes.

Dec. 11—Chairman, Mr. A. W. Watson.—The subject for debate was, "That the case of *Ponting* v. *Noakes* (1894, 2 Q. B. 281) was wrongly decided." Mr. Horace E. Miller opened in the affirmative. Mr. T. C. Gordon seconded in the affirmative. Mr. Sinclair Cox opened in the negative. Mr. Aldous (in the absence of Mr. Welfare) seconded in the negative. The following members also spoke:—Messrs. Dickson and Neville Tebbutt in the affirmative; and Messrs. Watson, Berryman, and Herbert Smith in the negative. The motion was lost by thirteen votes. The subject for debate at the next meeting of the society, on Tuesday, December 18, is, "That the action taken by the London County Council with reference to the Empire Music Hall licence was arbitrary, unwarranted, and prejudicial to those interests."

LEGAL NEWS.

OBITUARY.

Sir Morgan Morgan, solicitor, of the firm of Morgan & Scott, of Cardiff, died on the 6th inst., at the age of fifty-one. He was admitted in 1866. He was Mayor of Cardiff in 1886-87, and was knighted in honour of her Majesty's jubilee. He contested South Glamorganshire in the Conservative interest at the last general election.

APPOINTMENTS.

Mr. Arthur Hewett Spokes, barrister, has been appointed Recorder of Reading, in the place of the late Mr. James Olliff Griffits, Q.C.

Mr. Frederick Coleridge Mackarness, barrister, has been appointed Recorder of Newbury in the place of Mr. Spokes.

Mr. Frank W. Morris, LL.B. (Lond.), solicitor, of No. 36, King William-street, London, E.C., and at Croydon, has been appointed a Commissioner for Oaths.

CHANGES IN PARTNERSHIPS.

Dissolutions.

Douglas Morey Ford and Robert Edward Marshall, solicitors (Ford & Marshall), Petersfield. Sept. 29. [*Gazette*, Dec. 7.

Herbert Greenwood Teale and Benjamin Day, solicitors (Greenwood Teale & Co.), Leeds. Dec. 6. [*Gazette*, Dec. 11.

GENERAL.

The *Pall Mall Gazette* says that, *apropos* of Mr. Bealey's recent promotion, a good story is current. It is said that two habitual criminals were overheard rejoicing that the cause of their last incarceration had at last got into trouble himself "for taking silk."

It is stated that the benchers of the Inner Temple have decided to print the manuscript records of their society, dating from 1506, the twenty-second year of the reign of Henry VII., to the present time. The work will be edited by Mr. Inderwick, Q.C.

The *Times* announces the death, in his eighty-fifth year, of Mr. Samuel Robert Goodman, who for twenty-two years was clerk of the peace for the City of London and chief clerk at the Mansion House Justice-room. He retired from the service of the City in 1861 owing to defective eyesight.

We are informed that, in furtherance of the study of comparative legislation, brought forward in the interesting discussion raised by Mr. Ilbert at the Imperial Institute, the Lord Chancellor intends to issue invitations to a conference on the subject on Wednesday afternoon, the 19th inst., at the Imperial Institute.

The Lord Chief Justice was entertained at a banquet by the members of the Northern Circuit in the Whitehall Rooms on Saturday evening, Dec. 8. The chair was taken by Mr. Pope, Q.C., and the company, which numbered 160, included the Lord Chancellor, the Master of the Rolls, Mr. Justice Wright, Mr. Justice Henn Collins, Mr. Justice Bruce, Mr. Justice Kennedy, and Master Pollock.

At the Leeds Assizes last week Edwin Tummon Barker, solicitor, pleaded guilty to an indictment which charged him with having unlawfully converted to his own use a cheque for £963 which he had received from and as an agent of the Farnley Iron Co., with a direction to pay

the proceeds of the same towards the completion of the purchase of certain real estate at Leeds, in July, 1890. He was sentenced to three years' penal servitude.

The Lord Chancellor presided over a meeting of the Rule Committee which was held in his lordship's private room at the Law Courts on Monday. The members present, in addition, were Lord Chief Justice Russell, the Master of the Rolls (Lord Esher), Sir Francis Jeune, Lord Justice A. L. Smith, Mr. Justice Chitty, and Mr. Justice Hawkins, Mr. Cozens-Hardy, Q.C., M.P., Mr. Finlay, Q.C., and Mr. John Hunter (president of the Incorporated Law Society), the three newly-appointed members of the committee, who attended for the first time.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, Dec. ...17	Mr. Leach	Mr. Rolt	Mr. Carrington
Tuesday ...18	Godfrey	Farmer	Lavie
Wednesday ...19	Leach	Rolt	Carrington
Thursday ...20	Godfrey	Farmer	Lavie
Friday ...21	Leach	Rolt	Carrington
Saturday ...22	Godfrey	Farmer	Lavie
	Mr. Justice Stirling.	**Mr. Justice Kekewich.**	**Mr. Justice Romer.**
Monday, Dec. ...17	Mr. Beal	Mr. Ward	Mr. Jackson
Tuesday ...18	Pugh	Pemberton	Clowes
Wednesday ...19	Beal	Ward	Jackson
Thursday ...20	Pugh	Pemberton	Clowes
Friday ...21	Beal	Ward	Jackson
Saturday ...22	Pugh	Pemberton	Clowes

The Christmas Vacation will commence on Monday, the 24th day of December, 1894, and terminate on Saturday, the 5th day of January, 1895, both days inclusive.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

ELLIS.—Dec. 11, at 7, Strathmore-gardens, Campden-hill, W., the wife of Arthur Lee Ellis, barrister-at-law, of a son.

MARRIAGE.

COLAM—FICKUS.—Dec. 8, at St. Peter's, Croydon, Francis Howe Colam, of the Middle Temple, barrister-at-law, to Edith Catherine, elder daughter of Thomas Fickus, of Croydon.

DEATHS.

PATERSON.—Dec. 10, at 10, Hyde-park-mansions, W., James Paterson, of the Middle Temple, barrister-at-law, aged 71.

SILVESTER.—Dec. 12, at 40, Conduit-street, Ernest Frederick Silvester, barrister-at-law, eldest son of the late Henry Edward Silvester, J.P., of Beverley, Yorks.

SWEPSTONE.—Dec. 9, at 10, King Edward rd, South Hackney, William Henry Swepstone, solicitor, aged 65.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Dec. 7.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ADVANCE BOILER CO, LIMITED—Creditors are required on or before Jan 22, to send their names and addresses, and particulars of their debts or claims, to Thomas Ashbury, 26, Queen's chmbrs, 5, Market st, Manchester. Garteide, Manchester, solor to liquidator

FRIENDLY SOCIETIES DISSOLVED.

DUNCHURCH AMICABLE PROVIDENT AND OLD FRIENDLY SOCIETY, Dun Cow Hotel, Dunchurch, Warwick. Dec 1

LLOYD HARRIS HELP-MYSELF SICK BENEFIT SOCIETY, Memorial Hall, New Kent rd. Nov 24

WINSON GREEN SICK AND DIVIDEND SOCIETY, Plough and Arrow Inn, Bacchus rd, Winson Green, Birmingham. Dec 1

London Gazette.—TUESDAY, Dec. 11.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ATLAS TIN MINING CO, LIMITED—Creditors are required, on or before Jan 7, to send in their names and addresses, and particulars of their debts or claims, to Frederick William Thomas, 1, Chapel st, Camborne

BAHIA GAS CO, LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and particulars of their debts or claims, to Thomas Guyatt, 9, Queen st place, Cannon st. Blyth & Co, Gresham House, Old Broad st, solors to liquidators

ENGLISH AND SCOTTISH SYNDICATE, LIMITED—Petn for winding up, presented Dec 8, directed to be heard on Dec 19. Tabor & Matthews, 9, Bush lane, solors to petner

MARTINY, LIMITED—Petn for winding up, presented Dec 10, directed to be heard on Dec 19. Baker & Co, 117, Cannon st, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec 18

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM

London Gazette.—FRIDAY, Dec. 7.

ASHTON, THOMAS, Poulton le Fylde, Lancs, Farmer Jan 8 Ashton v Ashton, Registrar, Manchester May, Poulton le Fylde

HARRIS, HENRY, Abergavenny, Silversmith Jan 15 Brown v Hancock, Chitty, J Webb, Portsea

SWEET, CHARLES LACY, Clifton, Bristol, Solicitor Jan 12 Renshaw v Sweet, North, J Canning, Mitre chmbrs, Temple

London Gazette—TUESDAY, Dec. 11.

COWELL, GEORGE, Barking, Essex, Builder Dec 29 Robey v Cowell, Kekewich, J Nash, New Broad st

HARRISON, HENRY GEORGE, Aymesley, Kingsland, Hereford, Beerhouse Keeper Jan 15 Ridlington Harrison, Kekewich, J Landor, Wolverhampton

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 4.

ASBURY, ALFRED, Birmingham, Chemical Manufacturer Dec 31 Pepper & Tangye, Birmingham

BEAZLEY, EMMA, West Brompton Dec 24 Hammond & Richards, Furnival's inn

BLADE, THOMAS ROBERT, Ealing Dean, Licensed Victualler Jan 1 Angell & Co Gresham st

BLYTH, PHILIP THOMAS, West Kensington, Gent Jan 22 Myers, Gray's inn

BRANSON, JOSEPH WILLIAM, Birmingham, Gent Jan 10 Smith & Co, Birmingham

BRAY, CHARLES, Nottingham, Gent Dec 31 Latham & New, Melton Mowbray

BRIGGS, SARAH, Wakefield Jan 15 Harrison & Co, Wakefield

BURKINSHAW, HARRIET, Sheffield, Tobacconist Jan 14 Rodgers & Co, Sheffield

CARRINGTON, ELIZA, Rotherham Jan 16 Oxley & Coward, Rotherham

CARTER, SUSAN MARGARET, Birstall Dec 31 Chadwick & Sons, Dewsbury

COTTIER, DANIEL, Regent's Park Feb 1 Morice & Blakesley, Serjeant's inn

DODD, JOHN, Grosvenor sq March 1 Newton & Co, Gt Marlborough st

FELLOWS, NOAH, Hasbury, Farmer Dec 30 Homfray & Co, Brierley Hill

HANLEY, CHARLES AMBROSE, Myskyns Ticehurst, Brewer Jan 15 Bellord, Cheapside

HIGGINS, JOHN, Birmingham, Haulier Jan 23 Rabnett, Birmingham

HILLS, MARY, South st Dec 30 Morse & Simpson, Copthall bldgs

HUNTER, JOHN HUMPHREY, Gloucester trrce Jan 1 Peachey, Salisbury sq

HYMERS, MARY JANE, Stokesley Jan 1 Crust & Co, Beverley

JASPER, CHARLES, Bishop's Stortford, Hertford, Farmer Dec 31 Baker & Thorneycroft, Bishop's Stortford

JOSEPH, SAMUEL SOLOMON, Hyde Park gar, Esq Jan 14 Tamplin & Co, Fenchurch st

KENWARD, TRAYTON, Icklesham, Farmer Feb 1 Dawes, Rye

LEACH, JAMES, Leeds, Blacksmith Jan 5 Bradley & Co, Leeds

LEEMAN, ELIZA HOOK, Genoa Jan 16 H & J R Wood, York

LEIGH, JAMES, Kings Norton Jan 10 Smith & Co, Birmingham

LITCHFIELD, SAMUEL, Cheshunt, Esq Jan 27 Richardson & Sadler, Golden sq

LOCK, JONATHAN, Upwell, Farmer Jan 7 Webber, Upwell

LOMAX, SUSANNAH, Bolton Dec 24 Holden & Holden, Bolton

LORD, CHARLES, Todmorden, Druggist Jan 15 Sutcliffes, Hebden Bridge

MARSH, SUSANNAH, Thurlestone Dec 31 Smith & Co, Sheffield

MELHUISH, WILLIAM, Torquay, Tallow Chandler Dec 31 Hooper & Wollen, Torquay

NEWTON, JAMES EDWARD, Ashton under Lyne, Mill Manager Jan 18 Halliwell, Oldham

PICKLES, JOHN, Colne, Cotton Manufacturer Dec 31 Garnett & Jackson, Burnley

PLANT, THOMAS, Netherton, Brewer Dec 31 Homfray & Co, Brierley Hill

OSBORN, WILLIAM, Miller Dec 20 Jones, Trowbridge

SILLITOE, Rev ACTON WINDEYER, British Columbia Jan 3 Gedge & Co, Old Palace yard

SILVESTER, JOHN, Newcastle under Lyme, Yeoman Dec 16 Keary & Co, Stoke upon Trent

SPILSTED, JOHN, Oxney, Kent, Farmer Jan 1 Dawes, Rye

STANLEY, THOMAS, High Offley, Farm Labourer Jan 14 Adderly, Longton

THOM, Rev JOHN HAMILTON, Liverpool Dec 31 Laces & Co, Liverpool

TWEMLOW, THOMAS FLETCHER, Betley Court, Esq Dec 22 Haud & Co, Stafford

WELLS, THOMAS, Bracondale, Esq Jan 1 Cooper, Norwich

WHINCOP, RICHARD GARRETT, Stamford Hill, Gent Jan 18 Lovell & Co, Gray's inn sq

WOOLLASS, MARY, Kingston upon Hull Jan 1 Collyer-Bristow & Co, Bedford row

London Gazette.—FRIDAY, Dec. 7.

ANDERSON, HANNAH, Manchester Jan 8 Williams, Southport

ARBUTHNOT, WILLIAM, Tooting Jan 11 Francis & Johnson, Austinfriars

BEYNON, CHARLOTTE JANE BLANCHARD, Streatham hill Jan 4 Webb, Laurence Pountney hill

BEYNON, RHYS CHARLES, Streatham hill Jan 4 Webb, Laurence Pountney hill

BREWSTER, CLARA, Bath Jan 19 Stevens & Co, Queen Victoria st

BULLOCK, JOHN, Chippenham, Gent Jan 17 Keary & Stokes, Chippenham

CARDEW, GEORGE SCHUYLER, Bath, Doctor Jan 15 Simmons & Co, Bath

CHIRGWIN, THOMAS, Truro, Accountant Jan 31 Chilcott & Son, Truro

CRANE, JANE ELLEN, Kidderminster Dec 24 Underhill & Thorneycroft, Wolverhampton

DIXON, JOSEPH, Pelsall, Engineer Jan 10 Evans, Walsall

FRANKLIN, CHARLOTTE, East Dulwich Jan 1 Beale & Martin, Reading

GREEN, HARRIET CAROLINE, Leamington Jan 10 Edge & Ellison, Birmingham

HALL, HENRY, Preston, Clogger Jan 21 Cooper, Preston

HAMILTON, HENRY, Coleman st, Surveyor Jan 7 Wells & Son, Paternoster row

HAYNES, JOHN BUCKBY, Leamington, Solicitor Jan 15 Wright & Hassals, Leamington
HOLTON, JOSIAH, Tunbridge Wells, Butler Jan 5 Robb, Tunbridge Wells
JACKS, SARAH, Leamington Dec 31 Field & Sons, Leamington
MARSHALL, SARAH ELEANOR, Weaverham Dec 21 Marson, Manchester
MONIES, Mrs ELIZABETH, Boston Spa Jan 21 Wade & Co, Bradford
NEALE, SELINA, Corsham Jan 17 Keary & Stokes, Chippenham
NORTH, JOHN SIDNEY, Arlington st Jan 21 Farrer & Co, Lincoln's inn fields
PARSONS, Hon LAWRENCE, Windsor Jan 7 Evans & Co, Gray's inn sq
PATCHETT, MARY, Dewsbury Jan 12 Boyer & Co, Manchester
ROGERS, THOMAS, Atherstone, Saddler Dec 31 Fielders, Atherstone
ROSSI, ELIZABETH ORTON, Sharples hall st Jan 15 Marriott & Conder, Chancery lane
SCHOFIELD, GEORGE EASTWOOD, Manchester Jan 25 Derwent Simpson, Manchester
SELDON, MARY JANE, Barnstaple Jan 7 Seldon, Barnstaple
SILLITOE, ACTON WINDEVER, British Columbia Jan 3 Gedge & Co, Old Palace yard
SMITH, BENJAMIN ROBERT, Liverpool, Mariner Jan 10 Bullen, Liverpool
SMITH, MARY, Watford Jan 21 Wild & Wild, Lawrence lane
SMITH, WALTER, Edgware rd, Corn Merchant Dec 31 Ward, New inn
SOUTHGATE, JOSEPH JOHNSON, Chiswick Jan 15 Simpson & Co, Moorgate st
SOWDEN, JAMES, Leeds, Farmer Dec 31 E & H Wilson, Leeds
THOMAS, PERCY WILLIAMS, Kensington, Stockbroker Jan 15 Wootton & Son, Finsbury circus
TYNE, ELIZABETH, Kensington Jan 31 Saxton & Son, Queen Victoria st
WOODS, ROBERT, Woodbridge Jan 9 Welton, Woodbridge
WORRALL, EDMUND, Birmingham, Bookbinder Jan 10 Lane & Clutterbuck, Birmingham

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 7.

RECEIVING ORDERS.

ALLWOOD, JOHN BROWN, Leeds, General Contractor Leeds Pet Dec 5 Ord Dec 5
BAILEY, WILLIAM ORRELL, Cartmel Ulverston Pet Dec 4 Ord Dec 4
BELL, THOMAS, Leeds, Stereotyper Leeds Pet Dec 3 Ord Dec 3
BLACKER, CHARLES, Sussex sq, Gent High Court Pet Oct 16 Ord Dec 4
BOLTON, WILLIAM, and STEPHEN LONG, Hollingbourne, Farmers Maidstone Pet Dec 4 Ord Dec 4
BOOTH, HOPE, Bloomsbury, Actress High Court Pet Dec 5 Ord Dec 5
BOND, JOHN, Swindon, Butcher Swindon Pet Dec 3 Ord Dec 3
BOSTON, HENRY GEORGE, York, Chemist York Pet Dec 3 Ord Dec 3
BOUNDS, JOHN, Landport, Rag Merchant Portsmouth Pet Dec 1 Ord Dec 1
BROWNING, HENRY, Ramsgate, Skating Rink Proprietor Hastings Pet Nov 23 Ord Dec 4
BURNS, TOM BELL, Camelford, Ironmonger Truro Pet Nov 10 Ord Dec 5
CAREY, EDWARD, Blackfriars rd, Cycle Manufacturer High Court Pet Nov 15 Ord Dec 4
CHARD, JOHN, Oldbury, Grocer West Bromwich Pet Dec 4 Ord Dec 4
CHRISTIE, ALEXANDER, Thornton le Clay, Brewer Scarborough Pet Dec 5 Ord Dec 5
COPE, FREDERICK JOHN CHEVERTON, Derby, Timber Merchant Derby Pet Dec 5 Ord Dec 5
COUCH, ELIZABETH, Birmingham, Retail Brewer Birmingham Pet Dec 3 Ord Dec 3
CROWTHER, FREDERICK WILLIAM, Whitby, Tailor Stockton on Tees Pet Dec 4 Ord Dec 4
DEAN, GEORGE, Reading, Bricklayer Reading Pet Dec 3 Ord Dec 3
EASTWELL, ALFRED NICHOLAS, Wood Green, Builder Edmonton Pet Dec 4 Ord Dec 4
FARLEY, THOMAS, Abingdon, Farmer Oxford Pet Oct 22 Ord Dec 5
GARRARD & SON, Tower hill, Machinery Makers High Court Pet Oct 30 Ord Nov 30
GARRATT, ANNIE, Smethwick, Provision Dealer West Bromwich Pet Dec 4 Ord Dec 4
GIBSON, HENRY THOMAS LAIRD, West Hartlepool, Ironmonger Sunderland Pet Dec 3 Ord Dec 3
GRAY, ROBERT, Bridlington Quay, Grocer Scarborough Pet Dec 5 Ord Dec 5
GREENWOOD, ROBERT ERNEST, Middleton, Cab Driver Oldham Pet Dec 3 Ord Dec 3
HARTLEY, MICHAEL ANDREW, Norwich, Leather Merchant Norwich Pet Dec 4 Ord Dec 4
HENGLER, WALTER BURNS, Newent, Farmer Gloucester Pet Dec 5 Ord Dec 5
HOADLEY, JAMES, Ticehurst, Farmer Tunbridge Wells Pet Dec 3 Ord Dec 3
HOBBS, JAMES WILLIAM, Wormwood Scrubbs High Court Pet Mar 22 Ord Nov 30
HODSON, JOHN WILLIAM, Doncaster, Engineer Sheffield Pet Dec 4 Ord Dec 4
ISAAC, HERBERT LLOYD, Tonyrefail, Collier Pontypridd Pet Dec 3 Ord Dec 3
JONES, CHARLES, Bristol, Builder Bristol Pet Dec 5 Ord Dec 5
JONES, GEORGE WINTER, Newport, Ironmonger Newport, Mon Pet Nov 24 Ord Dec 5
KEMP, ALFRED, Chichester, Milliner Brighton Pet Nov 1 Ord Nov 1
KINCAID, WILLIAM, Croydon, Mantle Salesman High Court Pet Dec 4 Ord Dec 4
KNIGHT, FREDERIC WILLIAM, Huntingdon, Cabinet Maker Peterborough Pet Dec 4 Ord Dec 4
LITHGOW, THOMAS, Manchester, Commission Agent Manchester Pet Dec 3 Ord Dec 3
MARSHALL, WILLIAM HENRY, Falmouth, Music Teacher Truro Pet Dec 3 Ord Dec 3
MERRIMAN, G H, Kensington sq, Banker's Clerk High Court Pet Oct 26 Ord Dec 5
NORTON, CHARLES, Swansea, Solicitor Swansea Pet Sept 14 Ord Oct 29
OLDHAM, THOMAS ALEXANDER HILDRED, Louth, Tailor Gt Grimsby Pet Dec 3 Ord Dec 3
PAGE, PHILIP HOMER, Woolpit, Captain Bury St Edmunds Pet Dec 5 Ord Dec 5
PARRISS, JOHN GROVE, Stratford on Avon, Grocer Warwick Pet Dec 4 Ord Dec 4
PEATE, GEORGE HARRY, Walsall, Licensed Victualler Walsall Pet Dec 3 Ord Dec 3
PEATE, JOHN, Walsall, Licensed Victualler Walsall Pet Dec 3 Ord Dec 3
PICKLES, GEORGE HENRY, Halifax, Butcher Halifax Pet Dec 3 Ord Dec 3
ROW, JOHN CHARLES, Gravesend, Pilot Rochester Pet Dec 3 Ord Dec 3
SANDERS, JOHN WILLIAM, Gt Grimsby, Builder Gt Grimsby Pet Nov 23 Ord Dec 4
SCHUYMOR, WILLEM, New Wandsworth, Stores Clerk Wandsworth Pet Dec 1 Ord Dec 1
SMITH, CHARLES, Walham Green, Coal Merchant High Court Pet Nov 17 Ord Dec 3
SMITH, MONTAGUE FRANK, and JOHN WILLIAM CARR, King's Lynn, Coal Merchants King's Lynn Pet Dec 1 Ord Dec 4
STEELE, THOMAS, Bradford, Painter Bradford Pet Dec 4 Ord Dec 4
TITLEY, ARTHUR JOHN, Gt Grimsby, Confectioner Gt Grimsby Pet Dec 1 Ord Dec 1
TOMLINSON, HERBERT, Kilburne, Colliery Manager Derby Pet Dec 3 Ord Dec 3
TUCK, HENRY JAMES, Rochdale, Bootmaker Rochdale Pet Dec 4 Ord Dec 4
TWEMLOW, JOSEPH J, Wrexham, Licensed Victualler Wrexham Pet Dec 4 Ord Dec 4
WALKER, CHARLES HENRY, Nottingham, Grocer Nottingham Pet Dec 3 Ord Dec 3
WALL, CHARLES JOB, Bodmin, Builder Truro Pet Dec 5 Ord Dec 5
WATMOUGH, JOHN, Hibaldstow, Builder Gt Grimsby Pet Dec 4 Ord Dec 4
WINSCOMBE, JOHN CAVE, Stroud Gloucester Pet Dec 5 Ord Dec 5
WYNCH, JULIA CHARLOTTE SECKER, Thurlow High Court Pet Oct 31 Ord Dec 3

The following amended notice is substituted for that published in the London Gazette of the 23rd Nov.:—

BABROVSKIE, BARNETT, and JACOB WEINBERG, Manchester Manchester Pet Oct 26 Ord Nov 20

FIRST MEETINGS.

ANDERSON, HUGH, Torquay, Draper Dec 14 at 11 The Castle of Exeter, Exeter
ARGLES, ARTHUR FELIX, Vernon pl, Valuer Dec 14 at 2 Bankruptcy bldgs, Carey st
BABROVSKIE, BARNETT, and JACOB WEINBERG, Manchester Dec 14 at 3 Ogden's chmbrs, Bridge st, Manchester
BLOOD, TOM, Ilkeston, Draper Dec 14 at 2.30 Off Rec, St James's chmbrs, Derby
BOSTON, HENRY GEORGE, York, Chemist Dec 18 at 12.30 Off Rec, 28, Stonegate, York
BRAMHAM, JOSEPH, Liverpool, Wireworker Dec 18 at 3 Off Rec, 35, Victoria st, Liverpool
BRAUN, IVAN, Aldermanbury, Merchant Dec 14 at 12 Bankruptcy bldgs, Carey st
BROWN, HUGH, Blackpool, Solicitor Dec 14 at 3.30 Ogden's chmbrs, Bridge st, Manchester
BUDGELL, LYNDELL JOSEPH, Cardiff, Baker Dec 17 at 11 Off Rec, 29, Queen st, Cardiff
CARTMAN, CHARLES EDWARD, Eccles, Furniture Dealer Dec 14 at 2.30 Ogden's chmbrs, Bridge st, Manchester
DAVISON, JOHN, Bayswater, Milliner Dec 14 at 3 Bankruptcy bldgs, Carey st
DUNHILL, WILLIAM HENRY CARTER, Maidenhead, Barrister-at-Law Dec 14 at 12 Bankruptcy bldgs, Carey st
ELLIS, JOSEPH, Wigan, Milk Dealer Dec 17 at 10.30 16, Wood st, Bolton
HAGGITT, JOHN, Burton Agnes, Farmer Dec 17 at 11.30 Off Rec, 74, Newborough st, Scarborough
HANCOCK, JESSE, Whalley Range, Ironmonger Dec 18 at 2.30 Ogden's chmbrs, Bridge st, Manchester
HARWOOD, JAMES EDWARD, Bishop Auckland, Greengrocer Dec 14 at 3 Wear Valley Hotel, Bishop Auckland
HAYWARD, JOHN OXLEY, Margate, Fancy Dealer Dec 14 at 9.30 Off Rec, 73, Castle st, Canterbury
HEATHCOTE, WALTER HENRY, Chesterfield, Laundry Proprietor Dec 15 at 11 Angel Hotel, Chesterfield
HOLDSTOCK, JOHN, Kingsworth, Kent, Carrier Dec 14 at 9 Off Rec, 73, Castle st, Canterbury
HUTCHINSON, ALFRED, Worcester, Timber Merchant Dec 14 at 10.30 Off Rec, 45, Copenhagen st, Worcester
JOHNS, CHRISTOPHER, Water Eaton, Coal Merchant Dec 23 at 12.30 County Court bldgs, Northampton
KEMP, ALFRED, Chichester, Milliner Dec 18 at 3 Dolphin Hotel, Chichester
KEMP, WILLIAM HERBERT, Leeds, Stationer Dec 14 at 12 Off Rec, 22, Park row, Leeds
KIDD, WILLIAM, Halton Fen, Farmer Dec 18 at 12.30 Off Rec, 48, High st, Boston
KNIGHT, FREDERIC WILLIAM, Huntingdon, Cabinet Maker Dec 17 at 12.15 Law Courts, Peterborough
LUDBROOK, JOHN, Cardiff, Builder Dec 18 at 11 Off Rec, 29, Queen st, Cardiff
MACKEY, FRANCIS, North Shields, Baker Dec 17 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
MANGER, GEORGE, Scarborough, Builder Dec 14 at 11.30 Off Rec, 74, Newborough st, Scarborough
MARSHALL, WILLIAM HENRY, Falmouth, Music Teacher Dec 15 at 10 Off Rec, Boscawen st, Truro
MEREDITH, HARRY, Wolverhampton, Licensed Victualler Dec 19 at 9.30 Off Rec, Wolverhampton
NUNDY, GEORGE ESPIN, Stamford, Jeweller Dec 17 at 12 Law Courts, Peterborough
PAGE, WILLIAM GRANT, Leicester, Shopkeeper Dec 14 at 3 Off Rec, 1, Berridge st, Leicester
PARKER, GEORGE WILLCOX, Bedford, Hotel Keeper Dec 14 at 11 Off Rec, St Paul's sq, Bedford
PICKLES, GEORGE HENRY, Halifax, Butcher Dec 19 at 11 Off Rec, Townhall chmbrs, Halifax
PLANT, ALFRED, Leicester, Builder Dec 14 at 12.30 Off Rec, 1, Berridge st, Leicester
PROCTER, JOHN, Tunstall, Builder Dec 17 at 3.30 North Stafford Hotel, Stoke upon Trent
RALPH, WILLIAM THOMAS, Ash, Kent, Farmer Dec 14 at 10 Off Rec, 73, Castle st, Canterbury
SAUNDERS & Co., GODFREY S, New London st, Merchants Jan 11 at 11 Bankruptcy bldgs, Carey st
SCOTT, JAMES, Kendal, Grocer Dec 19 at 12 120, Highgate, Kendal
SHORT, WILLIAM, Ogmore Vale, Glam, Collier Dec 17 at 11.30 Off Rec, 29, Queen st, Cardiff
SMITH, WILLIAM, Rumby Hill, Durham, Innkeeper Dec 14 at 3.10 Wear Vale Hotel, Bishop Auckland
TOBITT, THOMAS, Luton, Straw Hat Manufacturer Dec 20 at 10.30 Court house, Luton
TOMLINSON, HERBERT, Kilburne, Colliery Manager Dec 14 at 3.30 Off Rec, St James's chmbrs, Derby
VERNON, COURTNEY ROBERT PERCY, Stanwick, Nurseryman Dec 15 at 12.30 County Court bldgs, Northampton
WALDER, PATRICK JOSEPH, Leeds, Fruit Salesman Dec 14 at 11 Off Rec, 22, Park row, Leeds
WATKISS, ENOCH, Wolverhampton, Pork Butcher Dec 19 at 10 Off Rec, Wolverhampton
WILKINSON, CHARLES, Hornby, Yorks, Labourer Dec 17 at 11.30 Court house, Northallerton

ADJUDICATIONS.

ALLWOOD, JOHN BROWN, Leeds, General Contractor Leeds Pet Dec 5 Ord Dec 5
BAILEY, WILLIAM ORRELL, Cartmel Ulverston Pet Dec 4 Ord Dec 4
BASSIL, FREDERICK, Strand High Court Pet Sept 6 Ord Dec 4
BELL, THOMAS, Leeds, Stereotyper Leeds Pet Dec 3 Pet Dec 3
BOND, JOHN, Swindon, Butcher Swindon Pet Dec 3 Pe Dec 3
BOSTON, HENRY GEORGE, York, Chemist York Pet Dec 3 Ord Dec 3
BOUNDS, JOHN, Landport, Rag Merchant Portsmouth Pet Dec 1 Ord Dec 1
CHARD, JOHN, Oldbury, Grocer West Bromwich Pet Dec 4 Ord Dec 4
CHRISTIE, ALEXANDER, Thornton le Clay, Brewer Scarborough Pet Dec 5 Ord Dec 5
COMBEN, WILLIAM RICHARD, Cromer, Tobacconist Norwich Pet Nov 26 Ord Dec 3
COPE, FREDERICK JOHN CHEVERTON, Derby, Timber Merchant Derby Pet Dec 4 Ord Dec 5
DEAN, GEORGE, Reading, Bricklayer Reading Pet Dec 3 Ord Dec 3
DINN, HENRY, Watling st, Solicitor High Court Pet Oct 9 Ord Dec 3
EASTWELL, ALFRED NICHOLAS, Wood Green, Builder Edmonton Pet Dec 4 Ord Dec 4
FULLAGAR, COSAM, Bramchley, Kent, Farmer Tunbridge Wells Pet Nov 28 Ord Dec 3
GRAY, ROBERT, Bridlington Quay, Grocer Scarborough Pet Dec 5 Ord Dec 5
GREENWOOD, ROBERT ERNEST, Middleton, Cabdriver Oldham Pet Dec 3 Ord Dec 3
HARRISON, RICHARD, Leeds, Grocer Leeds Pet Nov 9 Ord Dec 5
HARTLEY, MICHAEL ANDREW, Norwich, Leather Merchant Norwich Pet Dec 3 Ord Dec 4
HODSON, JOHN WILLIAM, Doncaster, Mechanical Engineer Sheffield Pet Dec 4 Ord Dec 4
ISAAC, HERBERT LLOYD, Tonyrefail, Collier Pontypridd Pet Dec 3 Ord Dec 3
JAMES, THOMAS, Waltham Cross, Builder Edmonton Pet Sept 20 Ord Dec 1
KEMP, ALFRED, Chichester, Milliner Brighton Pet Nov 1 Ord Nov 2
KINCAID, WILLIAM, Croydon, Mantle Salesman High Court Pet Dec 4 Ord Dec 4
KNIGHT, FREDERIC WILLIAM, Huntingdon, Cabinet Maker Peterborough Pet Dec 4 Ord Dec 4
LITHGOW, THOMAS, Manchester, Commission Agent Manchester Pet Dec 3 Ord Dec 3
MARSHALL, WILLIAM HENRY, Falmouth, Music Teacher Truro Pet Dec 3 Ord Dec 3
MITCHELL, JOHN, Dorking Croydon Pet Nov 13 Ord Dec 4
MOOR, HUGH WILLIAM, Seaford Lewes Pet Nov 15 Ord Dec 5
MORGAN, FRANCIS WILLIAM COX, Westminster High Court Pet May 23 Ord Dec 3
MORRISS, WILLIAM, Southwark, Fur Merchant High Court Pet Oct 24 Ord Dec 5
NETTER, ALBERT, Threadneedle st, Banker High Court Pet Nov 23 Ord Dec 5

OLDHAM, THOMAS ALEXANDER HILLDRED, Louth, Tailor Gt Grimsby Pet Dec 3 Ord Dec 3
PAGE, PHILIP HOMER, Woolpit, Captain Bury St Edmunds Pet Dec 5 Ord Dec 5
PEATE, GEORGE HARRY, Walsall, Licensed Victualler Walsall Pet Dec 3 Ord Dec 4
PEATE, JOHN, Walsall, Licensed Victualler Walsall Pet Dec 3 Ord Dec 4
PICKLES, GEORGE HENRY, Halifax, Butcher Halifax Pet Dec 3 Ord Dec 3
PICKLES, WILLIAM HENRY, Halifax, Cab Proprietor Halifax Pet Nov 20 Ord Dec 1
SANDERS, JOHN WILLIAM, Gt Grimsby, Builder Gt Grimsby Pet Nov 23 Ord Dec 4
SCHUYMER, WILLEIN, New Wandsworth, Stores Clerk Wandsworth Pet Dec 1 Ord Dec 1
STEELE, THOMAS, Bradford, Painter Bradford Pet Dec 4 Ord Dec 4
TITLEY, ARTHUR JOHN, Gt Grimsby, Confectioner Gt Grimby Pet Dec 1 Ord Dec 1
TOMLINSON, HERBERT, Kilburne, Colliery Manager Derby Pet Dec 3 Ord Dec 3
TUCK, HENRY JAMES, Rochdale, Bootmaker Rochdale Pet Dec 4 Ord Dec 4
WATMOUGH, JOHN, Hibaldstow, Builder Gt Grimsby Pet Dec 4 Ord Dec 4
WHITE, MARTIN LUTHER, Eastbourne, Smith's Manager Eastbourne Pet Oct 26 Ord Dec 4
WINSCOMBE, JOHN CAVE, Stroud Gloucester Pet Dec 5 Ord Dec 5
WOOD, HARRY, Portsea, Outfitter Portsmouth Pet Nov 23 Ord Dec 4

London Gazette.—TUESDAY, Dec. 11.

RECEIVING ORDERS.

BALLARD, GEORGE, Egerton, Kent, Grocer Canterbury Pet Dec 7 Ord Dec 7
BARRY, DAVID, Radcliffe on Trent, Contractor Nottingham Pet Nov 21 Ord Dec 7
BIRTLES, ABRAHAM, Manchester, Tobacconist Manchester Pet Nov 21 Ord Dec 7
BLACHFORD, HENRY, Bournemouth, Builder Poole Pet Dec 7 Ord Dec 7
BOYES, SCARTH WILSON, Ludgate hill, Clerk High Court Pet Dec 7 Ord Dec 7
BRADFIELD, JAMES OLIVER, Brixton, Clerk High Court Pet Dec 6 Ord Dec 6
BROWN, WILLIAM, Stockport, Plumber Stockport Pet Nov 23 Ord Dec 7
BRYANT, CHARLES ALFRED, Southsea, Greengrocer Portsmouth Pet Dec 6 Ord Dec 6
COWL, GEORGE BELL, Liverpool, Notary Liverpool Pet Oct 26 Ord Dec 5
DAVEY, WILFRED, Newton Abbot, Devonshire, Outfitter Exeter Pet Dec 6 Ord Dec 6
DODSON, WALTER WILLIAM, Russell sq, Art Dealer High Court Pet Nov 22 Ord Dec 7
DORE, FRANK, Covent Grdn, Publican High Court Pet Nov 2 Ord Dec 7
FINK, JOHN DANIEL HENRY, Walworth rd, Corn Merchant High Court Pet Dec 8 Ord Dec 8
FONE, WILLIAM, Symondsbury, Dairyman Dorchester Pet Dec 6 Ord Dec 6
FORSTER, ERNEST HENRY, Leeds, Insurance Clerk Leeds Pet Dec 6 Ord Dec 6
GORE, FREDERICK, Newgate st High Court Pet Dec 8 Ord Dec 8
GOWER, ROBERT, Bridgend, Colliery Proprietor Cardiff Pet Nov 21 Ord Dec 5
KIRKHAM, EDWARD, Buralem, Dyer Hanley Pet Dec 7 Ord Dec 7
MILLINGTON, JOSEPH, Walthamstow, Printer High Court Pet Dec 8 Ord Dec 8
PHILLIPS, JOHN, Neath, Grocer Neath Pet Dec 7 Ord Dec 7
SILVESTER, ARTHUR, Worcester, Baker Worcester Pet Dec 6 Ord Dec 6
RIDIHOUGH, JOHN, Burnley, Farm Labourer Burnley Pet Dec 7 Ord Dec 7
ROBINSON, JOHN, Blaydon, Durham, Insurance Agent Newcastle on Tyne Pet Dec 8 Ord Dec 8
ROBINSON, FRANCIS, Manchester, Farmer Manchester Pet Dec 7 Ord Dec 7
SMITH, FRANK, Coleford, Butcher Newport, Mon Pet Dec 7 Ord Dec 7
SMITH, WILLIAM HENRY, Conisborough, Grocer Sheffield Pet Nov 24 Ord Dec 6
SWIFT, JOSEPH, Selby, Carriage Builder York Pet Dec 8 Ord Dec 8
TURNBULL, ARTHUR, Tynemouth, Public house Manager Newcastle on Tyne Pet Dec 6 Ord Dec 6
WALLIS, FREDERICK, Fulham, Clerk High Court Pet Dec 7 Ord Dec 7
WHITE, FREDERICK, Portsea, Builder Portsmouth Pet Dec 8 Ord Dec 8
WILLIAMS, JOHN, Burry Port, Ironmonger Carmarthen Pet Dec 8 Ord Dec 8
WOLLEN, WILLIAM F, Brixton High Court Pet Oct 25 Ord Dec 6
WRENCH, GEORGE, Peckham, Box Maker High Court Pet Nov 20 Ord Dec 8

The following amended notice is substituted for that published in the London Gazette of Nov. 23 :—

GRIFFITHS, THOMAS, Bethesda, Quarryman Bangor Pet Nov 19 Ord Nov 19

The following amended notice is substituted for that published in the London Gazette of Dec 7 :—

LITHGOW, THOMAS, Manchester, Commission Agent Manchester Pet Dec 3 Ord Dec 3

FIRST MEETINGS.

ADAMS, WILLIAM, Crymmych, Licensed Victualler Jan 10 at 12.30 Off Rec, 11, Quay st, Carmarthen
BELL, THOMAS, Leeds, Stereotyper Dec 19 at 11 Off Rec, 22, Park row, Leeds
BODEN, DANIEL CHARLES, Birmingham, Baker Dec 20 at 2.30 23, Colmore row, Birmingham
BOLTON, WILLIAM, and STEPHEN LONG, Hollingbourne, Farmers Dec 21 at 11.15 Off Rec, Week st, Maidstone
BOND, JOHN, Swindon, Butcher Dec 19 at 12 Henry C Tombs, Off Rec, 32, High st, Swindon
COLEMAN, TIMOTHY, South Bank, Yorks, Draper Dec 19 at 3 Off Rec, 8, Albert rd, Middlesborough
COOPER, GEORGE, Penkridge, Wheelwright Dec 21 at 11 Wright & Westhead, St Martin's pl, Stafford
COPE, FREDERICK JOHN CHEVERTON, Derby, Timber Merchant Dec 19 at 3 Off Rec, St James's chmbrs, Derby
DAVEY, WILFRED, Newton Abbot, Outfitter Dec 20 at 11.30 The Castle, Exeter
DAVIES, JOHN, Treharris, Draper Dec 20 at 12 Off Rec, 65, High st, Merthyr Tydfil
DAVIS, W H, Westminster Dec 18 at 11 Bankruptcy bldgs, Carey st
EASTWELL, ALFRED NICHOLAS, Wood Green, Builder Dec 19 at 12 Off Rec, 95, Temple chmbrs, Temple avenue
ETTLES, JOHN, Plumstead, Chemist Dec 18 at 12 24, Railway app, London Bridge
FLOOK, FRANK, Pontypridd, China Dealer Dec 18 at 12 Off Rec, 65, High st, Merthyr Tydfil
GREENLAND, WILLIAM, Kingswood, Naturalist Dec 19 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
HAWORTH, JOHN, Burnley, Tinplate Worker Dec 20 at 1 Exchange Hotel, Nicholas st, Burnley
HEWLETT, RICHARD, Goytrey, Farmer Dec 20 at 1 Off Rec, Gloucester Bank chmbrs, Newport, Mon
HIPKIN, JAMES, Sedgeford, Norfolk Jan 9 at 10 Court House, King's Lynn
HORTON, JAMES, Middlesborough, Grocer Dec 19 at 3 Off Rec, 8, Albert rd, Middlesborough
JONES, CHARLES, Bristol, Builder Dec 19 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol
JONES, GEORGE WINTER, Newport, Ironmonger Dec 20 at 1.30 Off Rec, Gloucester Bank chambers, Newport, Mon
KINCAID, WILLIAM, Croydon, Mantle Salesman Dec 20 at 11 Bankruptcy bldgs, Carey st
LEEK, WALTER, Claines, Baker Dec 19 at 10.30 Off Rec, 45, Copenhagen st, Worcester
LEWIS, ALBERT, Clevedon, Coal Dealer Dec 19 at 11.30 Off Rec, Bank chmbrs, Corn st, Bristol
LITHGOW, THOMAS, Manchester, Commission Agent Dec 18 at 3.30 Ogden's chmbrs, Bridge st, Manchester
MEAD, CHARLES, Blackheath, Licensed Victualler Dec 20 at 11.30 24, Railway app, London Bridge
MERRIMAN, G H, Kensington sq, Banker's Clerk Dec 20 at 12 Bankruptcy bldgs, Carey st
MORLEY, SUSANNA, Skegness, Lodging house Keeper Dec 18 at 12 Off Rec, 46, High st, Boston
PATTISON, MATTHEW RIDLEY, Darlington, Farmer Dec 19 at 3 Off Rec, 8, Albert rd, Middlesborough
PEARCE, THOMAS FRANCIS, Stockton on Tees, Hairdresser Jan 9 at 3 Off Rec, 8, Albert rd, Middlesborough
RICE, JAMES, and CHARLES BENTLEY JEFFERYS, Birmingham, Tailors Dec 19 at 11 23, Colmore row, Birmingham
ROPER, FREDERICK ARTHUR, Darlington, Tobacconist Dec 19 at 3 Off Rec, 8, Albert rd, Middlesborough
ROSEN, LOUIS, Hatton grdn, Diamond Merchant Dec 19 at 11 Bankruptcy bldgs, Carey st
ROW, JOHN CHARLES, Gravesend, Pilot Jan 3 at 11.30 Off Rec, High st, Rochester
SAGAR, JOHN WILLIAM, Burnley, Painter Dec 20 at 3 Exchange Hotel, Nicholas st, Burnley
SKINNER, JOSEPH THOMAS, Cubitt Town, Wool Manufacturer Dec 20 at 11 Bankruptcy bldgs, Carey st
SMITH, FRANK, Coleford, Butcher Dec 20 at 1.15 Off Rec, Gloucester Bank chmbrs, Newport, Mon
STEELE, THOMAS, Bradford, Painter Dec 19 at 11 Off Rec, 31, Manor row, Bradford
SWIFT, JOSEPH, Selby, Carriage Builder Dec 21 at 12.45 Off Rec, York
TONGE, WILLIAM, EDWIN PALEY, and BENJAMIN WALTON, Rochdale, Coachbuilders Dec 18 at 11 Townhall, Rochdale
WADE, RICHARD BLAKENEY, Birkenhead, Master Mariner Dec 19 at 3.30 Off Rec, 35, Victoria st, Liverpool
WALKER, CHARLES HENRY, Nottingham, Grocer Dec 18 at 11 Off Rec, St Peter's Church walk, Nottingham
WALL, CHARLES JOB, Bodmin, Builder Dec 18 at 12.30 Off Rec, Boscawen st, Truro
WALL, JOHN, Kingstone, Farmer Dec 18 at 2.30 2, Offa st, Hereford
WALLERS, JOHN BARLOW, Eccleshall, Miller Dec 21 at 10.30 Wright & Westhead, St Martin's place, Stafford
WILKINS, ERNEST THOMAS, Abchurch lane, Law Clerk Dec 19 at 2.30 Bankruptcy bldgs, Carey st
WINSCOMBE, JOHN CAVE, Stroud Dec 18 at 2.30 Off Rec, 15, King st, Gloucester
YOUNG, THOMAS ROBERT WILSON, Leyton Dec 19 at 12 Bankruptcy bldgs, Carey st

The following amended notice is substituted for that published in the London Gazette, Dec. 4 :—

MOYLE, VYVYAN HENRY, Ashampstead, Clerk in Holy Orders Dec 13 at 11 Queen's Hotel, Reading

ADJUDICATIONS.

ARGLES, ARTHUR FELIX, Bloomsbury, Valuer High Court Pet Aug 13 Ord Dec 7
BALLARD, GEORGE, Egerton, Kent, Grocer Canterbury Pet Dec 6 Ord Dec 7
BIRTLES, ABRAHAM, Manchester, Tobacconist Manchester Pet Nov 21 Ord Dec 8
BRETT, RAYMOND WILMOT, Aldersgate High Court Pet Aug 20 Ord Dec 5
BROWN, HUGH, Blackpool, Solicitor Ashton under Lyne Pet Sept 21 Ord Dec 4
BRYANT, CHARLES ALFRED, Southsea, Greengrocer Portsmouth Pet Dec 5 Ord Dec 6
CLEGG, JOHN, Whitworth, Farmer Rochdale Pet Dec 1 Ord Dec 6
COOK, JOHN WILLIAM, Walsall, Grocer Walsall Pet Oct 29 Ord Oct 29
DAVISON, JOHN, Bayswater, Milliner High Court Pet Nov 20 Ord Dec 7
FINK, JOHN DANIEL HENRY, Walworth rd, Corn Merchant High Court Pet Dec 8 Ord Dec 8
FONE, WILLIAM, Symondsbury, Dairyman Dorchester Pet Dec 4 Ord Dec 6
HANCOCK, JESSE, Whalley Range, Ironmonger Salford Pet Oct 22 Ord Dec 6
HANDLEY, ELIZABETH, Nottingham, Milliner Nottingham Pet Nov 30 Ord Dec 6
HENGLER, WALTER BURNS, Newent, Farmer Gloucester Pet Dec 5 Ord Dec 6
HERBERT, F D, Montpelier sq High Court Pet Oct 13 Ord Dec 7
HIPKIN, JAMES, Sedgeford, Norfolk King's Lynn Pet Nov 29 Ord Dec 5
HOADLEY, JAMES, Ticehurst, Farmer Tunbridge Wells Pet Dec 3 Ord Dec 8
JONES, CHARLES, Bristol, Builder Bristol Pet Dec 5 Ord Dec 6
JONES, GEORGE WINTER, Newport, Ironmonger Newport, Mon Pet Nov 24 Ord Dec 8
KIRKHAM, EDWARD, Burslem, Dyer Hanley Pet Dec 7 Ord Dec 7
MEREDITH, HARRY, Wolverhampton, Licensed Victualler Wolverhampton Pet Dec 1 Ord Dec 7
MILLINGTON, JOSEPH, Walthamstow, Printer High Court Pet Dec 8 Ord Dec 8
PEEL, E, St James's High Court Pet July 26 Ord Dec 5
PHILLIPS, JOHN, Neath, Grocer Neath Pet Dec 7 Ord Dec 7
RIDIHOUGH, JOHN, Burnley, Farm Labourer Burnley Pet Dec 6 Ord Dec 7
ROBINSON, FRANCIS, Manchester, Farmer Manchester Pet Dec 7 Ord Dec 7
SILVESTER, ARTHUR, Worcester, Baker Worcester Pet Dec 6 Ord Dec 6
SKINNER, JOSEPH THOMAS, Cubitt Town, Wool Manufacturer High Court Pet Nov 10 Ord Dec 7
SMITH, CHARLES, Walham Green, Coal Merchant High Court Pet Nov 17 Ord Dec 7
SMITH, FRANK, Coleford, Butcher Newport, Mon Pet Dec 7 Ord Dec 7
SWIFT, JOSEPH, Selby, Carriage Builder York Pet Dec 8 Ord Dec 8
TAYLOR, JESSE, St Martin's, Bootmaker Wrexham Pet Oct 13 Ord Dec 8
TONGE, WILLIAM, EDWIN PALEY, and BENJAMIN WALTON, Rochdale, Coachbuilders Rochdale Pet Nov 20 Ord Dec 6
TWEMLOW, JOSEPH, Wrexham, Licensed Victualler Wrexham Pet Dec 4 Ord Dec 8
WALKER, CHARLES HENRY, Nottingham, Grocer Nottingham Pet Dec 3 Ord Dec 3
WALKER, EDWARD, Wellington, Cycle Agent Madeley Pet Nov 15 Ord Dec 6
WALL, CHARLES JOB, Bodmin, Builder Truro Pet Dec 5 Ord Dec 6
WALLIS, FREDERICK, Fulham, Clerk High Court Pet Dec 7 Ord Dec 7
WARE, BETHEL, Dunstable, Ribbon Merchant Luton Pet Nov 1 Ord Dec 8
WHITE, FREDERICK, Portsea, Builder Portsmouth Pet Dec 8 Ord Dec 8
WILKINS, ERNEST THOMAS, Bow, Law Clerk High Court Pet Oct 16 Ord Dec 7

The following amended notice is substituted for that published in the London Gazette of the 23rd Nov. :—

GRIFFITHS, THOMAS, Bethesda, Quarryman Bangor Pet Nov 19 Ord Nov 19